

Livella Standard Warranty Information Sheet

1. SCOPE

1.1 Livella warrants that the products bearing the LIVELLA label ("Product") shall be free from all defects in workmanship or parts subject to the terms and conditions, exclusions and limitations contained in this Standard Warranty Information Sheet and in the Livella Terms and Conditions of Sale, the provisions of which are incorporated into this document by reference.

1.2 The Standard Warranty extends to the original purchaser ("Purchaser") of the Product only and is not transferable to any subsequent purchasers.

1.3 This Standard Warranty applies from the date of delivery of the Product to the Purchaser for the duration of the warranty period applicable to each Product as follows:

- (a) ten (10) years for LIVELLA underfloor heating elements;
- (b) two (2) years for LIVELLA heated towel warmers; and
- (c) one (1) year for all other products and components bearing the LIVELLA label.

2. EXCLUSIONS AND LIMITATIONS

2.1 The Standard Warranty:

- (a) shall be limited to only defects in workmanship and parts;
- (b) shall not cover:
 - (i) packaging, manuals or guides, cords or wiring, batteries or other consumable items;
 - (ii) any defects caused by an accident, misuse, abuse, improper installation or operation, lack of reasonable care, failure to follow instructions or guidelines contained in any factory documentation accompanying the Product ("Factory Documentation") or as updated on the Livella website at www.livella.com/pages/media.php, or Name otherwise provided to the Purchaser, failure to comply with statutory regulations, loss of parts or tampering or attempted repair by a person not authorised by Livella;
 - (iii) any damage to other items, materials or products used with, or attached to, or surrounding or enclosing, the defective Product, including items, materials or products which may be required to be destroyed or damaged in order to gain access to the defective Product;
 - (iv) any damage, malfunction or failure arising from alterations, accidents, misuse, abuse, fire, liquid spillage, mis-adjustment of Purchaser controls, use on incorrect voltage, power surges and dips, thunderstorm activity, acts of God, voltage supply problems, use of defective or incompatible accessories, exposure to abnormally corrosive conditions or entry by any insect, vermin or foreign object in the Product;
 - (v) any damage arising during transportation or installation of, or while moving the Product, by the Purchaser or any other persons not authorised by Livella subsequent to Delivery;
 - (vi) any normal wear and tear of the Product or its parts; and
- (c) shall not apply if:
 - (i) the Standard Warranty Registration Form, included as part of the Factory Documentation, is not fully completed and sent to Livella at the address specified by pre paid registered mail within the earliest of either thirty (30) days from date of installation or sixty (60) days from date of delivery of the Product.
 - (ii) the Purchaser fails to report an irregularity detected while using a testing equipment supplied with a Product in accordance with instructions or guidelines issued and provided to the Purchaser as part of the Factory Documentation;
 - (iii) the factory-applied serial number has been altered or removed from the Product;
 - (iv) the Purchaser breaches any of its obligations under this document or the Livella Terms and Conditions of Sale; or
 - (v) Livella is of the sole and exclusive opinion that paragraph (a) or (b) above does not apply or that the Purchaser has failed to comply with the repair and replacement policy set out in Clause 3.

3. REPAIR AND REPLACEMENT POLICY

3.1 Livella's liability arising in respect of a claim made by the Purchaser under the Standard Warranty shall be limited to:

- (a) the replacement or supply of equivalent products, or the repair of the Product; or
- (b) the refund of the Price paid for the Product if, at Livella's sole and exclusive opinion, it is unable to resolve the defect by repair or replacement.

3.2 The Purchaser may only make a claim under the Standard Warranty if the following repair and replacement policy is followed:

- (a) a complaint is made to Livella immediately upon discovery of the defect to which a claim may be made under the Standard Warranty;
- (b) the Purchaser attempts to correct the defect, or resolve the issue with the assistance of Livella's telephone-based customer support service, at the purchasers own cost and expense.
- (c) the defect is unable to be corrected, or the issue is unable to be resolved in accordance with paragraph (b) above, and the Purchaser has either secured a return authorisation for the return of the Product to Livella for repairs or replacement, or Livella has authorised a Personnel, agent or an authorised representative to visit the purchasers premises for on-site repair or replacement;
- (d) If the Product is to be returned, the Product is returned to Livella:
 - (i) at the Purchaser's own expense or to the Purchaser's Account within fourteen (14) days after securing the return authorisation;
 - (ii) in protective packaging, securely packed to prevent any damages from occurring in transit; and
 - (iv) with the original proof of purchase.

4. EXCLUSION AND LIMITATION OF LIABILITY

4.1 SAVE FOR THE STANDARD WARRANTY AND FOR ANY OTHER OBLIGATIONS WHICH CANNOT BE EXCLUDED BY LAW, LIVELLA EXCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER CONDITIONS, WARRANTIES, REPRESENTATIONS, LIABILITIES AND OBLIGATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY CONDITIONS OR WARRANTIES AS TO MERCHANTABILITY, FITNESS OR PURPOSE OR CORRESPONDENCE WITH DESCRIPTION, INCLUDING ANY REPRESENTATIONS AS TO THE PERFORMANCE OF THE PRODUCT AND THE RESULTS OF ANY LABORATORY TESTS CONDUCTED ON THE PRODUCT.

4.2 LIVELLA SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR THE PURCHASER'S INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE THAT MAY ARISE IN RESPECT OF THIS DOCUMENT OR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, AND ITS LIABILITY UNDER THIS DOCUMENT IS LIMITED TO REPLACING OR RE-SUPPLYING THE PRODUCT OR REFUNDING THE PRICE FOR THE PRODUCT.

4.3 THE PURCHASER INDEMNIFIES LIVELLA AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, LOSS, EXPENSES, COSTS AND DAMAGES INCURRED BY OR MADE AGAINST LIVELLA ARISING OUT OF ANY BREACH OF OBLIGATIONS BY THE PURCHASER UNDER THIS DOCUMENT.