# edgeConX<sup>™</sup>





# **EFFECTIVE DATE**

The date of installation of your Energy Monitor

#### **APPLIES TO**

Product name	edgeConX Energy Monitor
Offered by	Edge Electrons, 696 Bourke St Melbourne 3000
Product Model Number	EE-404-002

#### 1. WARRANTIES AND GUARANTEES

- 1.1 We, Edge Electrons Limited ("Edge") warrants to repair or replace at our option all goods and their components manufactured ("Edge Goods") by us which we, in our sole and absolute discretion, determine are defective in materials or workmanship under normal use and service ("Defective Goods"), up to the expiration of warranty period of two (2) years (or more if you purchased any additional warranty). We would cover all costs in connection to the repair or replacement of those Defective Goods, except any or all other costs, including cartage and installation, which shall be borne by you.
- 1.2 You acknowledge that while Edge is investigating and repairing those Edge Goods which are in our custody, the risk of those Edge Goods shall remain with you at all time. Edge will not be responsible for any damages to those Edge Goods while they are undergoing investigation and repair.
- 1.3 We will provide you with parts and labour for repair or replacement of the Edge Goods during normal working hours, but yet it is your responsibility to transport those Edge Goods to our place of business.



# **ENERGY MONITOR WARRANTY**



1.4 You agree that all rejected parts or defective parts will be our property and we may depose or recycle them as we deem appropriate.

### 2. LIMITATION OF LIABILITY

- 2.1 You acknowledge and agree that we will not be liable for any loss or damage (including consequential loss or damage, which includes without limitation, loss of profits and loss of revenue) of any kind whatsoever, even if due to Edge's negligence, including our employees and/or agents.
- 2.2 To the fullest extent permitted by law, the liability of Edge will be limited to, other than in the case of a major fault, at Edge's absolute discretion, to the replacement of Edge Goods, the repair of the Edge Goods, the supply of equivalent Edge Goods or the cost of replacing or repairing the Goods or of acquiring equivalent Edge Goods. If Edge Goods is repaired or replaced under this warranty, the remainder of the original warranty period will apply to the repaired or replaced Edge Goods.
- 2.3 This eWarranty Program does not apply to any defect or shortfall resulting from any of the following, each of which may result in your eWarranty Program being voided: (i) abuse, misuse or negligence, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Edge; (iii) storage, installation, commissioning, modification or repair of your Edge Goods that are performed by anyone other than Edge or Edge appointed installer or; (iv) failure to operate or maintain your Edge Goods in accordance with the manual or any instruction provided by Edge; (v) any attempt to modify your Edge Goods without the express written consent of Edge; or (vi) removal and reinstallation of the Edge Goods at a location other than the original installation location, without the express written consent of Edge. Also, the eWarranty Program does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Edge Goods, and (b) theft of your Edge Goods or any of its components.
- 2.4 Lastly, You acknowledge and agree that you have not relied on any representation, description, or statement by us in relation to the Edge Goods, or the skill or judgement of Edge, its agents, contractors or employees, as to if the Edge Goods are fit for a particular purpose. You also acknowledge that you have solely relied on your own inspection, skill and judgement in purchasing the Edge Goods.

# **CONTACT DETAILS**

In the case of conflict between the terms of our eWarranty Program and any term of the Terms of Sale provided by us, the terms of the Terms of Sale shall prevail.

If you need more information in connection to the warranties and guarantees of Edge Goods, you may enquire via email at customersupport@edgeelectrons.com.

