DISCOVER ENERGY SYSTEMS

LYNK COMMUNICATION GATEWAY AUSTRALIA LIMITED WARRANTY POLICY

LIMITED WARRANTY

Discover Energy Systems Corp. (“Discover”), together with its agents, dealers, and distributors, warrants to the original Product purchaser (“User”), that your Discover Product(s) will be free from defects in workmanship and materials. This warranty period lasts from the date of purchase at the point of sale to you, the User, unless otherwise agreed to in writing (the “Warranty Period”).

Model	Product	Warranty
950-0025 950-0040	LYNK II Communication Gateway LYNK LITE Communication Gateway	5 Years (Unless applicable law requires a longer period in which case it will be for the period specified by law.)

LIMITATION ON APPLICATIONS

Without the involvement of Discover in system design and Discover’s express written authorization, the Product is not intended for use in conjunction with a primary or backup power source for life support systems or other medical equipment, or any application where Product failure could lead to injury to persons, loss of life or catastrophic property damage. To the extent permitted by law, Discover disclaims any and all liability arising out of any such use. Further, Discover reserves the right to refuse to service any Product used for these purposes and disclaims any and all liability arising out of Discover’s refusal to service.

WARRANTY LIMITATIONS AND EXCLUSIONS

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY PRODUCT IDENTIFIED IN THIS LIMITED PERFORMANCE WARRANTY. DISCOVER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/ OR GUARANTEES, EXPRESS OR IMPLIED, AND, AS SUCH, THE SAME SHALL NOT APPLY TO THE PRODUCT. IN NO EVENT SHALL DISCOVER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOST EQUIPMENT OR LOST REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customer’s electrical systems. This warranty does not cover defects caused by external influences while in the User’s possession, including unusual physical or electrical stress such as power surges, uncontrolled voltages and currents, system harmonics, lightning, flood, fire, accidents or vandalism.

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For further clarity, this warranty is void if the Product:

1. is improperly used or installed in non-compliance with the installation, commissioning, operation or maintenance instructions,
2. is disassembled, altered, or repaired by someone other than an authorized Discover agent,
3. is damage during shipping or installation,
4. is used or stored in an unsuitable environment, including any environment or location that causes excessive wear and tear or dirt or dust or debris buildup within the system,
5. is installed in a corrosive environment,
6. manufacturing date codes, safety certification numbers or serial and tracking numbers are destroyed or altered,
7. is exposured to fire, water, snow, moisture, or ingress by any liquid.

WARRANTY CLAIM PROCEDURE

In the event of an alleged defect, you must make a warranty/service claim to the original Discover agent, dealer, or distributor that sold the Product to you within fifteen (15) days of the alleged defect date. If you are unable to contact the original seller, contact Discover by visiting www.discoverenergysys.com.

NOTE: If your Product was included in a purchase from an Original Equipment Manufacturer (OEM) as part of the equipment, you must contact the OEM for service and support in the event of an alleged defect in workmanship.

A Product warranty claim must include:

1. Proof of original purchase that includes date and identity of purchaser, name of authorized seller, product model number, and purchase price (note the transaction currency, if not USD).
2. Photos of product that show product model number and serial number (if any).
3. Description of the alleged defect that includes a summary and photos and/or videos demonstrating malfunction or failure.
4. Description and photos of the installation location and environment.
5. The shipping address for the repaired or replaced Product.

HELPFUL HINT: Take photos of the Product before and after packaging it for shipment.

After receiving a Return Materials Authorization (RMA), you must pack the authorized Product, along with copies of the information required (1~4 above), in an appropriate shipping container or packaging with the Discover RMA number clearly marked on the packaging. Unless directed otherwise, you will be required to prepay all shipping charges to the destination designated by Discover. You must insure the shipment, or accept the full risk of loss or damage during shipment. Discover is not responsible for shipping damage caused by an improperly packaged Product, or the repair costs that might result therefrom. Alternatively, Discover may require you to hold the Product on site and permit an examination by a Discover representative.

If Discover determines that the claim for the alleged defect is indeed a valid defect of workmanship and that it is covered by this warranty, Discover in its sole discretion will repair, or replace the defective Product with a new or refurbished Product during the Energy Warranty period. Alternatively, Discover may provide credit towards the purchase of a new Discover product.

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In the event that the Product is no longer in production or is not available, Discover at its option, may replace it with a different Product having equivalent function and performance, or provide a prorated credit based on the original purchase price and the remaining portion of the Warranty period in years.

Any repaired, or replacement, Product will only be warranted for the remaining unused portion of the original Limited Warranty.

The cost and responsibility for removal of the defective Product and its shipment to Discover, and all other costs related to the replacement process, will be the responsibility of the User.

Applicable Law and Effective Period

This Limited Warranty is subject to the laws of the state of Victoria, Australia. This Limited Warranty is effective for sales occurring after October 25th, 2023.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or credit for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality, and the failure does not amount to a major failure.

The contractual rights that you may be entitled to under this Limited Warranty are in addition to these statutory rights.

Authorized Agent for Australia

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