

CLEMENTE CAPDEVILA PTY LTD

warranty terms and conditions

1. GENERAL TERMS, CONDITIONS AND WARRANTIES

- 1.1. CLEMENTE CAPDEVILA PTY LTD (Trading as “STOP THE ELECTRIC SILENT KILLER” “CLEMS ELECTRICAL - LIFE & FIRE PROTECTION,” will handle all intellectual property, sourcing of materials and equipment, marketing, packaging and distribution unless otherwise required without notification.
- 1.2. All products and services will comply Queensland Electrical Safety Act 2002, Queensland Electrical Safety Regulations 2013 and Australian Wiring standards AS/NZS3000:2018amd2 with any other related industry standards to ensure the electrical safety of the user.
- 1.3. The product sold is guaranteed to be free from defects in workmanship and parts in the warranty period. Defects that occur within this warranty, under normal use and care will be repaired or replaced at our discretion, solely at our option with no charge for parts and labour.
- 1.4. CLEMENTE CAPDEVILA PTY LTD is not responsible for the replacement of any product or relevant part. Each product sold will have the warranty set by the manufacture, and the period of warranty is disclosed at purchase and at the website www.ELECTRICSILENTKILLER.COM
- 1.5. The warranty is transferable to a new owner only under a written agreement.
- 1.6. Specified Products supplied by CLEMENTE CAPDEVILA PTY LTD include how to videos, PDFs and marketing materials.
- 1.7. Products and parts not supplied by CLEMENTE CAPDEVILA PTY LTD that require replacement or repair are not included in the warranty.

2. PROOF OF WARRANTY

- 2.1 An invoice must be present with this warranty to make a claim. Failure to produce an invoice will result in the service rendering a charge.
- 2.2 An electronic copy will be stored on our database.

3. 10 YEAR WARRANTY

- 3.1 10 years warranty on labour for any electrical, air conditioning, solar, data and hot water works
- 3.2 10 year warranty on parts Includes replacing burnt out switchboard surge protection cartridges, faulty safety switches, faulty arc fault protection devices, cracking power points, cracking light switches, cracking isolators and any faulty work.
- 3.3 Customer supplied parts, air conditioners, inverters, solar panels, ovens, cooktops, whitegoods, rangehoods, hot water cylinders, EV car charging stations, pumps, motors and generators have the manufacturer's warranty.

4. 25 YEAR CABLE WARRANTY

- 4.1 Applicable to rewires, home extensions and consumer mains upgrades
- 4.2 Warranty includes parts and labour

5. REPLACEMENT DURING THE WARRANTY PERIOD

- 5.1 If a product is discontinued during the warranty period a replacement will be provided at the discretion of CLEMENTE CAPDEVILA PTY LTD
- 5.2 Under warranty conditions the customers must notify CLEMENTE CAPDEVILA PTY LTD of any warranty issues.

6. GENERAL EXCLUSIONS AND LIMITATIONS

- 6.1 In the event that no identical product is available for replacement, CLEMENTE CAPDEVILA PTY LTD has the right to replace the product with a device of

- equal capacity or offer the customer the choice of a product upgrade which may incur an extra charge.
- 6.2 This warranty does not cover, batteries or other consumable products.
 - 6.3 This warranty does not cover any defect caused by an accident, misuse, abuse, and improper operation, lack of reasonable care, removing of parts, tampering or attempted repair by a person not authorised by CLEMENTE CAPDEVILA PTY LTD.
 - 6.4 This warranty will not apply if damaged, malfunction or failure resulting from alterations, accident, misuse, abuse, fire, liquid spillage, miss-adjustment of customer controls, power surges (if not fitted with surge protection installed and supplied by CLEMENTE CAPDEVILA PTY LTD) and voltage dips, thunderstorm activity (if not fitted with surge protection installed and supplied by CLEMENTE CAPDEVILA PTY LTD), acts of God, voltage supply problems, tampering or unauthorised repairs by any persons, use of defective or incompatible accessories, exposure to abnormally corrosive conditions, water exposure, flood damage or entry by ant insect, vermin or foreign object in the product.
 - 6.5 This warranty does not cover damage arising during transportation of products to be supplied.
 - 6.6 This warranty does not apply outside of Australia.
 - 6.7 This warranty does not cover normal wear and tear of the product or parts.
 - 6.8 CLEMENTE CAPDEVILA PTY LTD will not provide a refund directly to customers in any circumstance unless specifically approved by CLEMENTE CAPDEVILA PTY LTD.
 - 6.9 CLEMENTE CAPDEVILA PTY LTD will not be liable for any loss, damage or alterations to (1) third party furniture, hardware and software, or (2) programs, data or information stored on any media or any part of the product, no matter how occurring; or for any loss or damage arising from the loss of use, loss of profits or revenue, or for any resulting direct or consequential loss or damage.
 - 6.10 CLEMENTE CAPDEVILA PTY LTD excludes all other warranties, conditions, terms, representations and undertaking whether expressed or implied. The only inclusion is the warranty of the period set by the manufacturer on the purchase date.
 - 6.11 All works required under warranty or as a cause of a warranty repairs must be approved by CLEMENTE CAPDEVILA PTY LTD and no other contractors, for no costs will be accepted by CLEMENTE CAPDEVILA PTY LTD if presented due to this clause.
- 7. LATE FEES**
- 7.1 Payments made by credit card will incur a fee of 1.2%, electronic bank transfer have no fees attached.
 - 7.2 Late fees of \$200 per week are applicable for accounts over 7 days due.
 - 7.3 Payments are to be as per contract agreements.

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