

# 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” “ 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 with 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](http://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. 2 YEAR WARRANTY**

- 3.1 2 years warranty on parts and labour
- 3.2 2 years warranty on surge protection cartridge replacement

### **4. 2 YEAR WARRANTY PURCHASED DURING 48HR OFFER**

- 4.1 2 years text message service reminders for testing devices (safety switches and arc fault devices)
- 4.2 2 years text message service reminders for checking surge protection cartridge replacement
- 4.3 2 years free service for technical support service

### **5. Warranty replacing damaged or cracked items**

- 5.1 **Included items** - Cracked or Damaged Power Points, Light Switches, Air-Conditioning Isolators, Hot water isolators, Covering exposed double insulated cabling at arm’s reach and Damaged or cracked conduit.

**Excluded items** – Circuit cabling, Solar components, appliances, hot water systems and heating elements. **If these items require fixing or replacing a quote will be provided.**

### **6. 15 YEAR WARRANTY**

- 6.1 15 years warranty on parts and labour
- 6.2 15 years warranty on surge protection cartridge replacement

### **7. 15 YEAR WARRANTY PURCHASED DURING 48HR OFFER**

- 7.1 15 years personal service for testing devices (safety switches and arc fault devices)
- 7.2 15 years personal service for checking surge protection cartridge replacement
- 7.3 15 years free service for technical support service

- 8. Warranty replacing damaged or cracked item**
- 8.1 **Included items** - Cracked or Damaged Power Points, Light Switches, Air-Conditioning Isolators, Hot water isolators, Covering exposed double insulated cabling at arm's reach and Damaged or cracked conduit.  
**Excluded items** – Circuit cabling, Solar components, appliances, hot water systems and heating elements. **If these items require fixing or replacing a quote will be provided.**
- 9. Fair Play Policy**
- 9.1 Up to 30% maximum of damaged or cracked items in one household is replaceable under the agreement in the sales contract.
- 9.2 Any percentages exceeding 30% will be quoted.
- 10. REPLACEMENT DURING THE WARRANTY PERIOD**
- 10.1 If a product is discontinued during the warranty period a replacement will be provided at the discretion of CLEMENTE CAPDEVILA PTY LTD
- 10.2 Under warranty conditions the customers must notify CLEMENTE CAPDEVILA PTY LTD of any warranty issues.
- 11. GENERAL EXCLUSIONS AND LIMITATIONS**
- 11.1 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.
- 11.2 This warranty does not cover, batteries or other consumable products.
- 11.3 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.
- 11.4 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 dips, thunderstorm activity, 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.
- 11.5 This warranty does not cover damage arising during transportation of products to be supplied.
- 11.6 This warranty does not apply outside of Australia.
- 11.7 This warranty does not cover normal wear and tear of the product or parts.
- 11.8 CLEMENTE CAPDEVILA PTY LTD will not provide a refund directly to customers in any circumstance unless specifically approved by CLEMENTE CAPDEVILA PTY LTD.
- 11.9 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.
- 11.10 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.

11.11 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.

**12. Dial an Electrician Faults & Power Losses Phone Service**

12.1 This service is free to CLEMENTE CAPDEVILA PTY LTD customers for a period of 2 years and 15 years as per customer package.

12.2 A fee of \$49 is charged for non-customers or customers outside of the warranty period.

12.3 A fee of \$49 is charged for the first 20-minutes.

12.4 An additional fee of \$30 is charged for every 15-minute blocks thereafter.

**13. CHECK KITS**

13.1 Check Kits offered with Family Bonus Scheme are at no cost.

13.2 Battery replacement is the responsibility of the customer.

13.3 Are warrantied within the customers warranty period.

13.4 Upgrades to the check kit are available on the website.

13.5 Check Kits are delivered by post directly to the customer.

13.6 Check Kits may take up to within 30 days delivery time from order.

13.7 Full payments of works must be made on completion of works notwithstanding receiving the Check Kit.

**14. MARLEY BOARD GAME**

14.1 Electricity with Marley & Friends is recommended for ages 5 and over.

14.2 CLEMENTE CAPDEVILA PTY LTD advises parents to check "the Electric Silent Killer" character for individual children appropriateness.

14.3 Marley Board Games are delivered by post directly to the customer.

14.4 Marley Board Games may take up to within 30 days delivery time from order.

14.5 Full payments of works must be made on completion of works notwithstanding receiving the Check Kit.

15.2 Electricity with Marley & Friends is the

14.6 creation and intellectual property of CLEMENTE CAPDEVILA PTY LTD.

**15. FINANCE, LATE FEES AND TERMS OF SALE**

15.3 Finance is provided by SSG Partners Pty Ltd T/as motorlend, credit representative 518857 with Australian Credit Licence 389328 on behalf of CLEMENTE CAPDEVILA PTY LTD.

15.4 Payments made by credit card will incur a fee of 1.4%, electronic bank transfer have no fees attached.

15.5 Late fees of \$200 per week are applicable for accounts over 7 days due.

15.6 Payments are to be as per contract agreements.

**END OF DOCUMENT**