

KLEENMAID WARRANTY

TERMS AND CONDITIONS

1. Compass Capital Services Pty Ltd ABN 96 138 214 525 trading as Kleenmaid will provide parts and labour to you the customer as set out herein.
2. Kleenmaid's Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.
3. The benefits given to you under this Kleenmaid Warranty are in addition to other rights and remedies to which you may be entitled under the Australian Consumer Law in relation to the Product to which this Kleenmaid Warranty relates. Subject to the conditions below, the Product is warranted by Kleenmaid and/or its agents to be free from defects in materials and workmanship for the Warranty Period for normal Domestic Use.
4. Product Identification: -
 - a. Kleenmaid reserves the right to reject claims for any services or work where you cannot produce for verification the serial number and a proof of purchase for the Product (including but not limited to the original invoice).
 - b. This Kleenmaid Warranty will be voided if the serial number for the Product cannot be verified. This is not intended to exclude, restrict or modify any right or remedy to which you may otherwise be entitled under the consumer guarantee provisions of the Australian Consumer Law.
 - c. In the event that a request for repair is made against this Kleenmaid Warranty where the serial number for the Product cannot be verified or you cannot produce for verification a proof of purchase for the Product (including but not limited to the original invoice), the repairer will not carry out any repairs on the Product and you will be charged a service call-out fee.
5. What is covered by this Kleenmaid Warranty: -
 - a. The Product is covered for faulty workmanship or parts that have failed under normal Domestic Use.
 - b. Kleenmaid and/or its agents will determine by objective testing if there are any defects in the Product and/or faulty workmanship.
 - c. This Kleenmaid Warranty is only applicable if repairs on Products are carried out within Mainland Australia.
 - d. This Kleenmaid Warranty: -
 - i. covers a Product purchased as new, manufactured for use in Mainland Australia;
 - ii. commences from the date of delivery of the Product;
 - iii. provides for the labour and replacement parts necessary to maintain the Product in good operating condition as specified in this Kleenmaid Warranty, however, if repair is needed because of Product failure during normal Domestic Use, Kleenmaid has the option to repair or replace the defective Product or part of the Product with a product or part of like kind and quality. A replacement part may be new or reconditioned of like kind and quality and may cost less than the original Product purchased and no charges or refunds will be made based on the replacement product or part cost difference; and
 - iv. is only applicable when the Product is used and operated in accordance with the Manufacturer's instructions.
6. What is not Covered by this Kleenmaid Warranty (excluded):-
 - a. any damage or failure to or of the Product or part of the Product:
 - i. due to the Product being inadequately serviced to manufacturer's recommendations;
 - ii. resulting from environmental conditions including and not limited to dirt, dust, rodents, insects, rust, corrosion, salt built-up, of or in any part of the Product;
 - iii. resulting from excessive use but fair wear and tear is excepted;
 - iv. resulting from poor installation including and not limited to positioning and externally fitted equipment such as plumbing and drainage, cabling, antennae or due to incompatibility of connected equipment;
 - v. caused by overheating as a result of sitting or positioning of the Product, where there is no provision for adequate ventilation or adequate protection from excessive dust;
 - vi. if the Product has been dismantled, repaired or serviced by any person other than someone authorised by Kleenmaid or its agents or representatives;
 - vii. caused by power surges or spikes, including and not limited to, mains power and telecommunications connections, or to other unspecified sources, incorrect power current, voltage fluctuation, amperage fluctuation, rust or corrosion;
 - viii. if the Product is dropped, collision of the Product with another object, use for which the Product is not designed, damage to the Product caused by your own negligence, accidental or deliberate misuse of the Product by you, theft, abuse, vandalism, flood, fire, earthquake, electrical storms or any other act of God or any war related events; or
 - ix. due to the introduction of abnormal heat loads to the Product;
 - b. costs of attendance and testing where no fault or defect covered by the terms of this Kleenmaid Warranty is identified in the Product;
 - c. initial setup and installation of the Product;
 - d. normal maintenance costs and costs incurred through the installation of items listed as requiring periodic replacement;
 - e. Products with removed or altered serial numbers;
 - f. consumables such as but not limited to bulbs/globes, filters, batteries and remote controls;
 - g. removal and reinstallation of an internal component not performed by an authorised Kleenmaid agent or representative or authorised service centre;
 - h. cosmetic or structural items; or
 - i. any failures due to interference from or with other products and/or sources.
7. This Kleenmaid Warranty ceases if: -
 - a. the Product ceases to carry the original manufacturer's serial number or is sold at an auction;
 - b. the Product is rented;
 - c. damage to the Product has occurred as listed in point 7a; or
 - d. there is failure to pay monies owing on invoices as a result of non-warranty work been carried out at the request of the end user as per point 16 below.
8. Neither Kleenmaid nor its representatives provide loan equipment under the terms of this Kleenmaid Warranty.
9. Any unauthorised access to the internal hardware of the Product will void this Kleenmaid Warranty.

10. Repair Notice: Products presented for repair may be replaced by refurbished Products of the same type rather than being repaired. Refurbished parts may be used to repair the Products.
11. Replacement items are "like for like" and is not "new for old" and does not indicate in any way that a faulty Product will be replaced with a new part or unit. "Like for like" may either be a quality checked, refurbished or reconditioned unit of the same or later batch of model/size/specifications
12. The cost of making a claim under this Kleenmaid Warranty is not covered by Kleenmaid, including any costs of transportation or travel expenses between your home and your nearest authorised service agent.
13. Kleenmaid accepts no liability for items that are lost, damaged, or stolen as a result of freight, transport or storage. If you are required to transport the Product to an authorised service centre, you must ensure that it is securely packed and insured.
14. On Public Holidays or other periods when regular business and wholesale operations are temporarily ceased, repairer availability and warranty response times may extend beyond the standard response times due to the unavailability of repairers and parts.
15. For any repair performed on a Product under this Kleenmaid Warranty where no fault can be found, or the item is deemed by Kleenmaid or an authorised agent, to be not faulty under this Kleenmaid Warranty, or the repair or fault is not covered under this Kleenmaid Warranty, a 'No Fault Found' fee is payable by you of a minimum of \$125 inc GST. Kleenmaid will advise you of this cost and seek your agreement to pay such costs before commencing such repairs.
16. Any repairs or services required that are outside the terms and conditions of this Kleenmaid Warranty can be carried out at your request at your cost (including where the Product has not been installed or set up correctly). Kleenmaid will always advise you of this cost and seek your agreement to pay such costs before commencing such repairs. A credit card may be required prior to the commencement of such services.
17. Extra charges will be payable by the customer should the Product not be readily accessible without special equipment, such as but not limited to cranes and lifts or should the Product be installed in a position that service access is blocked and/or repair work is not possible without uninstalling the Product to gain access.
18. You, the customer, may be entitled to purchase an extended warranty in respect of the Product. Any extended warranty will not be issued by Kleenmaid but by a third party. Any extended warranty services will be provided directly by the third party as principal and not as agent for Kleenmaid, under their extended warranty terms and conditions and not under this Kleenmaid Warranty.
19. To make a claim under this Kleenmaid Warranty, please have your proof of purchase and the serial number of the Product ready and call (02) 9310 1207 during business hours.
20. This Kleenmaid Warranty is given by:
Name: Compass Capital Services Pty Ltd ABN 96 138 214 525 trading as Kleenmaid
Business address: Level 2, Suite 3, 204 Botany Rd, Alexandria NSW Australia 2015
Telephone: 02 9310 1207
21. Definitions:
 - a. **Australian Consumer Law** means the *Competition and Consumer Act 2010* (Cth).
 - b. **Domestic Use** means use of the Product for personal, domestic or household purposes.
 - c. **Kleenmaid** means Compass Capital Services Pty Ltd ABN 96 138 214 525 trading as Kleenmaid.
 - d. **Mainland Australia** means the following States and Territories of Australia: New South Wales, Victoria, South Australia, Western Australia, Queensland, Tasmania, Northern Territory, Australian Capital Territory.
 - e. **Product** means the appliance sold by Kleenmaid to you as evidenced by the original purchase invoice.
 - f. **Warranty Period** means the period of 24 months or, if specified on your Kleenmaid sales invoice, 36 months from the date of sale of the Product.

UPDATE NOTICE: This Kleenmaid Warranty is current as at 1 March 2014 but is subject to variation from time to time.