

Terms and conditions of Keith Crawley website

1. Agreement deemed by use

Use of this Website 'site' deems your agreement to be bound by the "Terms and Conditions" of use, "Terms and Conditions" which are listed below.

2. Use of Materials, Graphics, and Text from this Site.

(a) This site is owned and operated by Keith Crawley. Unless otherwise specified, the materials in this site are presented for the purposes of promoting Keith Crawley products and providing information about Keith Crawley to suppliers and the general public.

(b) No material from Keith Crawley on this site or any website owned, operated, licensed or controlled by Keith Crawley may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way save for the following exception.

(c) Use of any material in this site on any other website or networked computer environment is prohibited.

(d) All trademarks, service marks, and trade names are proprietary to Keith Crawley

(e) All other rights are reserved by Keith Crawley as the copyright owner.

3. Products Promoted and Internet Program Errors

(a) Prices listed on this site and "Terms and Conditions" of any kind relating to products displayed on this site may not be current or complete and therefore under no circumstances constitute an offer or undertaking by Keith Crawley. Keith Crawley reserves the right to vary or modify the information in the site without notice.

(b) With respect to items sold by Keith Crawley, we do not charge your credit card until after your order has entered the shipping process. Despite our best efforts, a small number of the items in our catalogue may be miss-priced or no longer available, if an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

(c) Sometimes the price of item is incorrect or may not be available on the website due to customers computer scripting errors found in Internet Explorer, FireFox & Safari.

The information submitted to the Checkout gets created on the customer's

computer. If the customer's computer has not accessed the latest version of the Keith Crawley website but has accessed a 'cached' or earlier version of Keith Crawley's website, information may no longer be correct.

Could you please press 'CTRL + F5' on your keyboard whilst on that specific page to force the refresh of this page. The browser may have loaded with corrupted scripting. This will ensure that the data gets reloaded from our host, not from your local browser data.

If an item's price is incorrect due to the above scripting error, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

4. Limitation of Liability

(a) You waive and release Keith Crawley, its servants and agents to the fullest extent permitted by law from any and all claims arising out of or related to the use of material or information made available through this site.

(b) Keith Crawley, its servants or agents shall not, under any circumstances be liable for any injury, loss or damage arising out of or related to the use, or the inability to use, the materials in this site. This limitation of liability includes but is not limited to incidental, special or consequential damages, damages for loss of business or other profits.

5. Severability

If any provision of the "Terms and Conditions" is unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining "Terms and Conditions". This is the entire agreement between the parties relating to the subject matter.

Product Warranty

All electrical products contained and sold from this site are covered for a limited period of time by the manufacturers of the product or Keith Crawley suppliers.

Without exception, all electrical items sold have a minimum manufacturer's warranty period of 1 year. Keith Crawley abides by manufacturer's warranty terms and conditions including the right to repair or replace at the sole discretion of the manufacturer where a product is found to have become faulty during its warranty period. In the event that an item is found to be damaged or faulty upon delivery, the customer is to contact us on 07 4662 7415 within 24 hours to report the fault or damage. Depending on the circumstances, the item may be replaced or repaired. Should the product be found to be faulty after 7 days from purchase then the manufacturer's

warranty terms will apply and a service call will be arranged with the supplier for the customer. A return shipping fee and a re-stock fee will always apply to "change of mind" return requests. Approval of "change of mind" return requests is at the sole discretion of Keith Crawley. These fees do not apply to products for return suffering a genuine manufacturers fault or delivery damage reported within the specified time frames.

Site Warranty Disclaimer

This site is provided 'as is' and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Keith Crawley disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Keith Crawley does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Keith Crawley does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Limitation of Liability

Keith Crawley shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site, even if Keith Crawley has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical & Upload Errors

In the event that a Keith Crawley product is mistakenly listed or due to uploaded error at an incorrect price, Keith Crawley reserves the right to refuse, place on hold or cancel any orders placed for product listed at the incorrect price. Keith Crawley reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Keith Crawley shall issue a credit to your credit card account in the amount of the incorrect price.

Term; Termination

These "Terms and Conditions" are applicable to you upon your accessing this

website and/or completing the registration or shopping process. These "Terms and Conditions", or any part of them, may be terminated by Keith Crawley without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

Keith Crawley may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Keith Crawley.

Fraudulent Activity

Keith Crawley employs sophisticated fraud detection software and will report all instances of fraud, attempted or otherwise to the appropriate state and federal law enforcement authorities. There are means by which a suspected transaction can be traced to a transaction location and a fraudster identity obtained. Any type of fraud including credit card, e-mail and telephone deception will not be tolerated and those individuals will be pursued. Keith Crawley also employs the services of debt recovery and private enquiry agents across Australia and will pursue any customer that has fraudulent obtained product from this site or not paid for the same products and services. Due to the high rate of online fraud, Keith Crawley reserves the right to request additional information to establish the legitimacy of any potential customer including but not limited to copies of credit cards details & signatures, drivers licences, acceptable proof of identity, confirmation of tenancy and reference checks.

Use of Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Keith Crawley or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Indemnification

You agree to indemnify, defend, and hold harmless Keith Crawley, its officers, directors, employees, agents, licensors and suppliers (collectively the 'Service Providers') from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these "Terms and Conditions" or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

Third-Party Links

In an attempt to provide increased value to our visitors, Keith Crawley may link to sites operated by third parties. However, even if the third party is affiliated with Keith Crawley, Keith Crawley has no control over these linked sites, all of which have separate privacy and data collection practices independent of Keith Crawley. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Keith Crawley seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).