

Last updated: 20/11/24

Terms and Conditions

1. Introduction

Welcome to Clancy of the Overflow ("Company," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your purchase, access to, and use of our products and services, including but not limited to the Pure Sine Wave Power Inverter ("Product"), and any related services provided by us. By purchasing or using our Product, you agree to be bound by these Terms.

Our Australian Business Number (ABN) is 71 953 423 205.

2. Definitions

- **"Product"** refers to the Pure Sine Wave Power Inverter and any accessories, components, or related materials sold or provided by the Company.
 - **"Customer," "you," or "your"** refers to the individual or entity purchasing or using the Product.
 - **"Website"** refers to our official website and any subdomains.
 - **"Services"** refers to any services provided by the Company, including customer support and technical assistance.
 - **"Third-Party Services"** refers to any services provided by third parties that may be integrated with or used in conjunction with our Product.
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3. Acceptance of Terms

By accessing, purchasing, or using our Product or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as any additional terms, conditions, or policies referenced herein or available by hyperlink.

4. Eligibility

- You must be at least 18 years old or the legal age of majority in your jurisdiction to purchase or use our Product.
 - By agreeing to these Terms, you represent and warrant that you have the legal capacity and authority to enter into a binding agreement.
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5. Product Information and Usage

5.1 Product Manual

- The Product Manual is provided with the Product and includes essential safety precautions, operating instructions, and maintenance guidelines.
- **Mandatory Compliance:** You must read, understand, and comply with all instructions and safety guidelines provided in the Product Manual before using the Product.

5.2 Intended Use

- The Product is intended for use as a back-up power source and for providing mobile electric power for cars, RVs, boats, and trucks.
 - **Prohibited Uses:** You may not use the Product for any unlawful purposes or in any way that conflicts with these Terms or applicable laws and regulations.
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6. Terms of Sale

6.1 Pricing and Payment

- **Pricing:** All prices are listed in Australian Dollars (AUD) and are exclusive of Goods and Services Tax (GST). GST and any other applicable taxes or charges will be added at checkout.
- **Price Changes:** We reserve the right to change prices at any time without prior notice. Price changes will not affect orders that have already been accepted.
- **Payment Methods:** Accepted payment methods are specified on our Website or sales materials and may include credit cards, debit cards, and other payment gateways.
- **Payment Security:** All payment information is processed securely. We do not store credit card details on our servers.

6.2 Order Acceptance and Cancellation

- **Order Confirmation:** All orders are subject to acceptance by us. Upon receiving your order, we will send you a confirmation email with order details.
- **Right to Refuse:** We reserve the right to refuse or cancel any order for any reason, including but not limited to:
 - Product unavailability.
 - Errors in pricing or product descriptions.
 - Suspected fraud or unauthorised transactions.
- **Cancellation:** If we cancel your order, we will notify you and refund any amounts paid.

6.3 Shipping and Delivery

- **Shipping Costs:** Shipping costs are calculated at checkout and are your responsibility unless otherwise stated.
- **Delivery Estimates:** Estimated shipping and delivery dates are provided for reference only and are not guaranteed.

- **Delivery Address:** You are responsible for providing accurate delivery information. We are not liable for orders delivered to incorrect addresses provided by you.
- **Risk of Loss:** Risk of loss or damage to the Product passes to you upon delivery to the specified address.

6.4 Title and Ownership

- **Title Transfer:** Title to the Product passes to you when we receive full payment, including any applicable taxes and shipping charges.
 - **Retention of Rights:** We retain all rights to the Product until full payment is received.
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7. Returns, Refunds, and Exchanges

7.1 Return Policy

- **Satisfaction Guarantee:** If you are not satisfied with the Product, you may return it within thirty (30) days of purchase for a refund or exchange.
- **Return Authorisation:** Before returning a Product, you must contact our customer service to obtain a Return Merchandise Authorisation (RMA) number.

7.2 Conditions for Return

- **Original Condition:** The Product must be returned in its original condition, unused, and in the original packaging, including all accessories, manuals, and documentation.
- **Proof of Purchase:** A valid proof of purchase, such as a receipt or order confirmation, must be provided.
- **Return Shipping:** Shipping costs for returns are your responsibility unless the return is due to our error or a defective Product.
- **Restocking Fee:** We reserve the right to charge a restocking fee of up to 15% of the Product price for returns that do not meet the above conditions.

7.3 Refunds

- **Processing Time:** Refunds will be processed within fourteen (14) business days after we receive and inspect the returned Product.
 - **Refund Method:** Refunds will be issued using the original payment method unless otherwise agreed.
 - **Non-Refundable Charges:** Original shipping and handling fees are non-refundable unless the return is due to our error.
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8. Warranty

8.1 Limited Warranty

- **Warranty Period:** We warrant that the Product will be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase ("Warranty Period").
- **Scope:** This warranty covers manufacturing defects and does not cover normal wear and tear or damage caused by misuse.

8.2 Warranty Exclusions

This warranty does not cover:

- **Misuse and Abuse:** Damage resulting from misuse, abuse, negligence, accidents, improper installation, or failure to follow the Product Manual.
- **Unauthorised Modifications:** Alterations or repairs made by anyone other than authorised service personnel.
- **Environmental Damage:** Damage caused by external factors, including but not limited to power surges, incorrect voltage, extreme temperatures, water exposure, or other environmental conditions.
- **Consumables:** Components subject to natural wear, such as fuses and batteries, unless found defective upon receipt.

8.3 Making a Warranty Claim

- **Contact Us:** To make a warranty claim, contact our customer service team within the Warranty Period at [your-email@example.com] or [Your Phone Number].
- **Required Information:** You may be required to provide proof of purchase, the Product serial number, and a detailed description of the defect.
- **Return Instructions:** We will provide instructions for returning the Product or component.
- **Resolution:** We will, at our discretion, repair or replace the defective Product or component at no additional cost to you.

8.4 Limitation of Warranty

- **Exclusive Remedy:** This warranty provides your sole and exclusive remedy for defective Products.
- **Disclaimer:** Except for the express warranties set forth in these Terms, the Product is provided "as is" without any additional warranties of any kind.

8.5 Australian Consumer Law

- **Consumer Guarantees:** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.
- **Remedies:** You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.
- **Non-Major Failures:** 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.

9. Limitation of Liability

9.1 Exclusion of Warranties

- **No Additional Warranties:** To the fullest extent permitted by law, we exclude all warranties, representations, and conditions of any kind, whether express or implied, other than those expressly stated in these Terms.

9.2 Limitation of Damages

- **Indirect Damages:** We shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits, revenue, data, or use, arising out of or in connection with the Product or these Terms.
- **Direct Damages:** Our total liability to you for any direct damages shall not exceed the amount you paid for the Product.

9.3 Application

- **Jurisdictional Limitations:** Some jurisdictions do not allow the exclusion or limitation of certain damages or liabilities. In such jurisdictions, our liability is limited to the maximum extent permitted by law.

10. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

- Your access to or use of the Product.
- Your violation of these Terms.
- Your violation of any applicable laws, regulations, or third-party rights.

11. Intellectual Property Rights

11.1 Ownership

- **Company IP:** All intellectual property rights in the Product and Services, including but not limited to designs, trademarks, logos, text, graphics, software, and content, are owned by us or our licensors.
- **Reservation of Rights:** All rights not expressly granted to you are reserved by the Company.

11.2 License

- **Limited License:** You are granted a limited, non-exclusive, non-transferable license to use the Product and any accompanying software or materials for personal, non-commercial purposes, in accordance with these Terms.
 - **Restrictions:** You may not:
 - Reproduce, modify, distribute, or create derivative works from the Product.
 - Reverse engineer, decompile, or disassemble any part of the Product.
 - Remove or alter any proprietary notices or labels.
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12. Privacy Policy

12.1 Data Collection

- **Personal Information:** We may collect personal information such as your name, contact details, and payment information when you purchase or use our Product.
- **Usage Data:** We may collect non-personal data regarding how you interact with the Product for the purpose of improving our services.

12.2 Use of Information

- **Purpose:** Your information is used to process orders, provide customer service, and improve our Products and Services.
- **Consent:** By providing your personal information, you consent to its use in accordance with our Privacy Policy.

12.3 Disclosure

- **Third Parties:** We do not sell or rent your personal information to third parties. We may share your information with service providers who assist in our operations, under strict confidentiality agreements.
- **Legal Obligations:** We may disclose your information if required by law or in response to legal processes.

12.4 Security

- **Protection Measures:** We implement reasonable security measures to protect your personal information from unauthorised access or disclosure.
- **No Absolute Security:** While we strive to protect your information, we cannot guarantee its absolute security.

12.5 Access and Correction

- **Your Rights:** You have the right to access and correct your personal information held by us. Contact us at [your-email@example.com] to make a request.

12.6 Privacy Policy

- **Availability:** Our full Privacy Policy is available on our Website.

- **Updates:** We reserve the right to update our Privacy Policy at any time. Changes will be effective upon posting.
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13. Compliance and Safety

13.1 Regulatory Compliance

- **Applicable Laws:** You are responsible for ensuring that your use of the Product complies with all applicable local, state, national, and international laws and regulations.
- **Electrical Codes:** Installation and use must comply with local electrical codes and safety standards, including but not limited to proper grounding and ventilation.

13.2 Safety Precautions

- **Mandatory Guidelines:** You must read and follow all safety instructions provided in the Product Manual.
- **Hazardous Activities:** You agree not to use the Product in environments or for purposes where failure could lead to personal injury, death, or severe property or environmental damage.

13.3 Environmental Compliance

- **Disposal:** You must dispose of the Product in accordance with local environmental regulations.
 - **Recycling:** We encourage the recycling of electronic components and materials.
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14. Third-Party Services

14.1 Integration

- **No Liability:** We are not responsible for any third-party services or products that may be integrated with or used in conjunction with our Product.
- **Terms of Use:** Your use of third-party services is subject to the terms and conditions of those third parties.

14.2 Links

- **External Links:** Our Website or materials may contain links to third-party websites. We do not endorse and are not responsible for the content or practices of these websites.
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15. Governing Law and Jurisdiction

15.1 Governing Law

- These Terms are governed by and construed in accordance with the laws of the State of [Your State], Australia, without regard to its conflict of law principles.

15.2 Jurisdiction

- You agree to submit to the exclusive jurisdiction of the courts located within [Your State], Australia, for the resolution of any disputes arising out of or relating to these Terms or the Product.
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16. Dispute Resolution

16.1 Negotiation

- In the event of a dispute, the parties agree to first attempt to resolve the dispute informally through good-faith negotiations.

16.2 Mediation

- If the dispute cannot be resolved through negotiation within thirty (30) days, either party may refer the dispute to mediation administered by a mutually agreed-upon mediator in [Your State], Australia.

16.3 Arbitration

- **Optional Arbitration:** If mediation fails, the parties may agree to submit the dispute to binding arbitration under the rules of the Australian Centre for International Commercial Arbitration (ACICA).
- **Arbitration Rules:** The arbitration shall be conducted by a single arbitrator, and the language shall be English.

16.4 Litigation

- If arbitration is not agreed upon, either party may initiate legal proceedings in the courts of [Your State], Australia.
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17. Force Majeure

We shall not be liable for any failure or delay in performing our obligations under these Terms if such failure or delay is caused by events beyond our reasonable control, including but not limited to:

- Natural disasters (e.g., earthquakes, floods, fires).
 - Acts of war, terrorism, or civil unrest.
 - Governmental actions or regulations.
 - Strikes, lockouts, or labor disputes.
 - Failures of suppliers or subcontractors.
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18. Amendments and Modifications

18.1 Right to Amend

- We reserve the right to amend, modify, or update these Terms at any time without prior notice.

18.2 Notification

- **Posting:** Any amendments will be effective upon posting on our Website.
 - **Continued Use:** Your continued use of the Product after such amendments constitutes your acceptance of the new Terms.
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19. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the provision shall be severed, and the remaining provisions shall continue in full force and effect.

20. Entire Agreement

These Terms, along with any policies or documents expressly incorporated by reference, constitute the entire agreement between you and us regarding the Product and supersede any prior or contemporaneous agreements, communications, or understandings, whether written or oral.

21. Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

22. Assignment

- **By You:** You may not assign, transfer, or delegate your rights or obligations under these Terms without our prior written consent.
 - **By Us:** We may assign or transfer our rights and obligations under these Terms without restriction, including in connection with a merger, acquisition, or sale of assets.
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23. Notices

23.1 Method of Notice

- **To You:** We may provide notices to you by email, postal mail, or postings on our Website.
- **To Us:** Notices to us must be sent to the contact information provided below.

23.2 Receipt of Notice

- Notices shall be deemed received:
 - If by email, when the email enters the recipient's information system.
 - If by postal mail, five (5) business days after the date of mailing.
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24. Contact Information

If you have any questions, concerns, or notices regarding these Terms or the Product, please contact us at:

Clancy of the Overflow

ABN: 71 953 423 205

Email: support@clancyoftheoverflow.com

Phone: +61 402 778 868

Website: clancyoftheoverflow.com

25. Language

These Terms are drafted in English. If these Terms are translated into another language, the English version shall prevail in the event of any inconsistency or conflict between the two versions.

26. Electronic Communications

26.1 Consent

- By providing your email address, you consent to receive electronic communications from us, including but not limited to notices, agreements, disclosures, and other communications.

26.2 Legal Requirement

- You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
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27. Customer Responsibilities

27.1 Installation and Use

- **Proper Installation:** You are responsible for ensuring that the Product is installed and used correctly and safely, in accordance with the Product Manual and applicable laws.
- **Qualified Personnel:** Installation should be performed by qualified personnel, especially for complex or high-power installations.

27.2 Maintenance

- **Regular Checks:** You should regularly inspect and maintain the Product to ensure its proper functioning.
- **Repairs:** Any repairs should be performed by authorised service personnel. Unauthorised repairs may void the warranty.

27.3 Reporting Issues

- **Timely Reporting:** You agree to promptly report any defects, malfunctions, or safety concerns to us.

28. Third-Party Beneficiaries

- These Terms do not and are not intended to confer any rights or remedies upon any person other than you and the Company.

29. Headings

- The headings used in these Terms are for convenience only and have no legal or contractual effect.

30. Survival

- All provisions of these Terms which by their nature should survive termination shall survive, including but not limited to ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

31. Compliance with Export Laws

- You agree to comply with all applicable export and import laws and regulations. You represent that you are not located in, under the control of, or a national or resident of any country to which the export of the Product is prohibited by applicable laws and regulations.

32. Feedback and Submissions

- Any feedback, comments, or suggestions you may provide regarding the Product is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit without any obligation to you.

33. Acceptance

By purchasing or using the Product, you acknowledge that you have read, understood, and agree to be bound by these Terms.
