

PLATINUM

ULTIMATE POWER MANAGER

10 YEAR PRODUCT & CONNECTED DEVICE WARRANTY

For the purpose of the following warranty terms and conditions, the products described above will hereafter be referred to as the "Product".

POWER RELATED EVENT WARRANTY, CONNECTED DEVICE WARRANTY & WARRANTY AGAINST DEFECTS

1. Subject to the conditions of warranty and the warranty limitations in this document, The Crest Company will, during the applicable Warranty Period at its election either:
 - a. (Power Related Event Warranty) repair or replace the Product, supply an equivalent product or pay the costs of repairing or replacing the Product or acquiring an equivalent product if the Product is damaged or destroyed by a Power Related Event; and
 - b. (Connected Equipment Warranty) repair, replace or supply an equivalent of, or pay the costs of repairing or replacing or acquiring an equivalent of, any direct connected electronic equipment that is damaged by let through voltage from a Power Related Event while properly connected through the Product to a properly wired AC power line with protective ground provided that this warranty:
 - i. does not apply to any loss of data; and
 - ii. in the event that the damage to the equipment occurs through a phone, network or coaxial line, only applies to the extent that the phone, network or coaxial line was properly connected to the Product; and
 - iii. will not apply if The Crest Company determines that the Product remains functional after the Power Related Event; and
 - c. (Warranty against defects) repair or replace the Product, supply an equivalent product or pay the costs of repairing or replacing the Product or acquiring an equivalent product if the Product is found by The Crest Company to be defective in workmanship or materials.

GENERAL WARRANTY CONDITIONS

2. The Warranties in condition 1 do not apply if:
 - a. The loss was attributable to damage caused during shipment or transport.
 - b. The brand or model number on the Product was removed, defaced or changed.
 - c. Where the Product is used in connection with the telephone line, network line or coaxial cable line - The Crest Company is not reasonably satisfied that those lines were properly connected and installed.
 - d. The Product (including its power cord) or any damaged electronic equipment was altered, tampered with or misused in any way or improperly installed or connected to the wrong voltage.
 - e. The failure of the Product or damage to any electronic equipment was caused by any reason other than a Power Related Event within the scope of protection of the Product, including without limitation acts of God (other than lightning), flood, earthquake, war, vandalism, theft, normal use wear and tear, erosion, depletion, obsolescence, abuse, connected equipment modification, alteration or damage due to low voltage occurrences (including brownouts or sags).
 - f. Any damaged equipment was used or installed with a three-to-two prong adaptor, is covered by a manufacturer's warranty, was not used under normal operating conditions or in accordance with any labels or instructions, was not plugged in directly to the power source or was daisy chained together in serial fashion with other power strips, UPS or other surge protectors or extensions cords.
 - g. The Purchaser does not follow the claims procedure described in conditions 3. to 6. below.

WARRANTY CLAIMS PROCEDURE

3. In order to make a claim under the warranties in condition 1 .a or 1 .b, the Purchaser must:
 - a. Make a claim within 14 days of the Power Related Event occurring by providing to The Crest Company a completed claim form containing the following information (a claim form can be obtained by calling 1800 812 261):
 - i. place and date of purchase of the Product;
 - ii. the model number of the Product;
 - iii. the date of the Power Related Event;
 - iv. the equipment that was connected to the Product at the time of the Power Related Event; and
 - v. details of the suspected damaged equipment;
 - b. Provide to The Crest Company proof of purchase of the Product;
 - c. If requested by The Crest Company, send at your cost and risk the damaged connected equipment to The Crest Company for the inspection at an address advised by The Crest Company.
4. In order to claim under the warranty in condition 1.c., the Purchaser must contact The Crest Company and return to The Crest Company (via The Crest Company' nominated reply paid address) a completed claim form, the Product and its components and proof of purchase (Including the date and location of purchase) so that The Crest Company can verify the defect and the purchase.
5. The Crest Company reserves the right to inspect the Product, any damaged electronic equipment and the site where the damage occurred. The Crest Company also, at its discretion, may designate an equipment repair facility to inspect and estimate the cost to repair the equipment. The Crest Company reserves the right to negotiate the cost of repairs. The cost if any for shipping the equipment to and from the repair facility and of such estimate shall initially be paid by the Purchaser and will be refunded if the claim proves successful.
6. Damaged equipment must remain available for inspection until the claim is finalised. Whenever claims are settled, The Crest Company reserves the right to be subrogated under any existing insurance policies the Purchaser may have.

MAXIMUM LIABILITY UNDER CONNECTED EQUIPMENT WARRANTY

7. To the maximum extent permitted by law, the maximum liability of The Crest Company under its connected equipment warranty in condition 1.b. is, at the election of The Crest Company limited to the lower of:
- the fair market value of the damaged equipment as determined by The Crest Company; or
 - the original purchase price of the damaged equipment; or

MODEL	MAXIMUM LIABILITY
MSP1	\$50,000
MSP2	\$75,000
PPBS4	\$75,000
PPBS4C	\$75,000
PPBS6C	\$100,000
PPBS7CT	\$100,000

GENERAL

8. Except for terms which are not able to be excluded by law (such as the consumer guarantees), notwithstanding any other provision of this document:
- The Warranties are the only warranties given in relation to the Product and all warranties whether implied by use, statute or otherwise, are expressly excluded; and
 - The Crest Company is not liable and will not pay compensation to the Purchaser for any consequential or indirect loss or damage or economic loss or loss of profits suffered or incurred by the Purchaser however caused (including, but not limited to, by reason of the negligence of The Crest Company) arising out of the sale or use of any Product even if advised of the possibility of such damages or loss.
9. If the Competition and Consumer Act 2010 (CCA) or any other legislation implies a consumer guarantee, condition or warranty in respect of the Product, and The Crest Company's liability for breach of that condition or warranty may not be excluded but may be limited, then The Crest Company's liability for any breach of that condition or warranty is limited to The Crest Company doing any one or more of the following (at its election):
- Replacing the Product or supplying equivalent goods;
 - Repairing the Product;
 - Paying the cost of replacing the Product or of acquiring equivalent goods; or
 - Paying the cost of having the Product repaired. Nothing in this document is intended to exclude, restrict or modify the rights which the Purchaser may have under the CCA or any other legislation which may not be excluded, restricted or modified by agreement.
10. No statement or recommendation made or advice, supervision or assistance given by The Crest Company, its employees, agents, contractors or representatives whether oral or written may be construed as or constitutes a warranty or representation by The Crest Company or a waiver of any clause in this document. The Crest Company is not liable for loss or damage arising directly or indirectly from any act or omission to act arising directly or indirectly from any such statements, recommendations, advice, supervision or assistance.
11. If a party makes a taxable supply, the consideration otherwise payable for the taxable supply will be increased by any GST payable on the taxable supply (if the agreement does expressly state that includes GST). The supplier of the taxable supply will be entitled to recover from the recipient of the taxable supply any GST payable as an additional amount, provided the recipient receives a tax invoice for the taxable supply from the supplier. In this paragraph a word or expression defined in the New Tax System (Goods and Services Tax) Act 1999 has the meaning given to it in the legislation.
12. Any notice to be given to a party under this document must be in writing and must be sent by post, facsimile or email to the address of that party notified by that party as being its address for the giving of notices. Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was actually received.
13. The Crest Company waives a right under this document only if does so in writing. The Purchaser may not assign the benefit of the Warranties. Where The Crest Company has discretion, it may exercise that discretion absolutely in a manner as it thinks fit unless otherwise provided in this document. This document is governed by and must be interpreted in accordance with the laws of Queensland, Australia and the parties irrevocably submit to the exclusive jurisdiction of the Courts of that State.
14. Any provision or part of a provision of this document that is void or unenforceable may be severed from this document and the remaining provisions and/or parts of the provision of this document continue in force.
15. In this document:
- A "Power Related Event" means any AC mains borne disturbance within the scope of the Product.
 - "let through voltage" means potentially damaging voltage that passes through the protective product to the direct connected equipment.
 - "Product" means any of the following The Crest Company power protection devices: MSP1 / MSP2 / PPBS4 / PPBS4C / PPBS6C / PPBS7CT
 - "Purchaser" means a person who purchased the product from The Crest Company or a retail outlet and not any subsequent owner or user of the Product.
 - "Warranties" means the warranties contained in this document.
 - "Warranty Period" means 10 years from the date of purchase.
 - "The Crest Company" means Olbertz Holdings Pty Ltd ACN 010 003 833 trading as The Crest Company.

CONSUMER GUARANTEES

16. Our goods 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 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. The benefits given by these warranties are in addition to other rights and remedies which the Purchaser may have under a law in relation to the goods or services to which the warranties relate.

Proudly brought to you by:



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QLD Australia 4500

Customer Support

1800 812 261

www.crest.com.au

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