

TERMS & CONDITIONS

In The Clear Pty Limited and related entities (ITC) provides a warranty to customers in respect of the products applied to the vehicle paint work or used in the process of clean/detailing the vehicle (ITC Product) on the Terms & Conditions set out below. The benefits given to you in our Standard Warranty are in addition to other rights and remedies you have under law in relation to the Services to which our Standard Warranty relates.

WARRANTY

Subject to these Terms and Conditions and General Exclusions set out below in this Warranty policy and provided the client maintains the vehicle in the manner prescribed in the Warranty booklet (available at www.intheclearautomarine.com.au) and adheres to the terms and conditions within this warranty, ITC will repair or clean any failed section and retreat the damaged area at no cost to the client.

In the event of any conflict between the terms of this Policy and the Warranty Booklet, this Warranty Policy will prevail.

GENERAL TERMS & CONDITIONS

The ITC Warranty is subject to:

1. Vehicle must be continuously registered within Australia.
2. Any treatment / re-treatment of products must be applied / reapplied by ITC. If any treatment, cleaning as per user manual, repair or other work is carried out on the vehicle without ITC prior written authorisation, the warranty will be invalid.
3. ITC must be notified of failure of product performance within 7 days of occurrence. Failure to notify ITC within 7 days will relieve ITC of all responsibilities under this warranty.
4. The customer shall have the vehicle inspected every 12 months from the anniversary of the application date plus or minus 30 days.
5. The customer shall have the vehicle inspected at either a location identified as suitable by ITC. ITC will charge a fee for the inspection which includes a standard detail inside and out plus additional coating toppers all inclusive.
6. Vehicle must be inspected and re-treated when due as per the terms of the warranty.
7. Warranty is Non-Transferable without our express and written consent.
8. This warranty does not warrant that any surface applied with Products by ITC will not break and in no event shall its liabilities extend to injury, loss or damage whatsoever caused other than set out herein.

GENERAL EXCLUSIONS

To the fullest extent permitted by law, and subject to the General terms, this Warranty will not apply:

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1. Where the damage is caused due to customer neglect such as, but not limited to, failure to maintain due care of the treated surface results in warranty void.
2. Pre-existing damage or deterioration is excluded from this warranty.
3. Exposure to abnormal environments and or harsh chemicals.
4. Failure to repair & retreat damaged sections.
5. Damages caused by modifications to the vehicle and the installation of aftermarket parts and/or accessories including without limitation mirrors, luggage racks, mudflats, roof racks, DVD install and other modifications;
6. Any damages caused directly to the vehicle by any person other than normal wear and tear. Damage caused from off-road activities, vandalism or accidents are excluded.
7. Areas not treated with products applied by ITC
8. Any claim in respect of damage caused by unusual atmospheric conditions including not limited to hail, salt spray or chemicals such as acid, dyes, inks, bleachers, gum, paint, and lubricants, caustic or corrosive materials
9. Any claims for matters which are covered by a warranty provided by the manufacturer of the vehicle.
10. Any claim in respect of manufacturers imperfections and any claim arising from the vehicle being operated in a manner contrary to the manufacturer's recommendations.
11. Any claim in respect of damage resulting from the use of the vehicle in a competition or motor sporting event, or where the vehicle is used on a beach, or in off-road driving conditions, or for the launching of boats or other marine vessels for other than occasional recreation use.
12. Any claim in respect of the load area of a commercial vehicle.
13. Any claim in respect pre-existing damage at the time of the application of the ITC Product/s.
14. Any claim where ITC has deemed the owner to have been careless, negligent or failed to maintain the exterior painted surface in the correct manner as prescribed by ITC with in the Warranty booklet and at www.intheclearautomarine.com.au. This includes, but it not limited to, damage to the coated surface by incorrect manual wash techniques, automatic car washes, brushes or contaminated wash tools that may cause abrasion, or damage caused by a third party not authorized by ITC.
15. Any claim in respect of the tray area of utilities.
16. Any claim in respect of surface rust, rust damage caused by moister trapped under trims and rubber mouldings or decorations and in respect of rust appearing above the window line of the vehicle.
17. Any claim in respect of damage to the paintwork caused by stone chips, rust or corrosion (where the area of the vehicle has not been treated with products applied by ITC), abnormal chemical fall out or spillage, petrol spillage, scratching, abrasion, fire, bird droppings, bat droppings, tree sap, marring, scuffs, panel repair or replacement.

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18. Any claim in respect of deterioration to the paint work caused by the use of cleaning agents other than those commercially available for cleaning paintwork of private passenger vehicles weather or not the vehicle has been maintained as prescribed by ITC in the Warranty Booklet and at www.intheclearautomarine.com.au.
19. Any claim in respect of the tearing or ripping of interior surfaces of the vehicle including any claim in respect of damage caused by cigarette or cigar burns.
20. Any claim for matters which are covered by a warranty provided by the manufacturer of the vehicle.
21. This warranty does not cover stone chipping, surface rust, marring, abnormal chemical fallout or spillage, untreated panel repair or replacement; scratching, mechanical abrasions such as mechanical car washes and buffing with powered tools, manufactures imperfections or paint imperfections such as paint flaking, peeling, clear coat failure, foreign matter in paint, orange peel or swirl marks.
22. Ceramic coating applied by ITC is chemically resistant and acts as a sacrificial layer to protect the painted surface from bug splatter, tree sap, bird droppings or bat droppings. Notwithstanding the aforementioned ITC cannot warrant against any permeable damage being caused to the paint in any way by neglect on the owners behalf or the vehicle not been maintained as prescribed by ITC in the Warranty booklet and at www.intheclearautomarine.com.au. NOTE: need to insert web address.
23. The Warranty does not cover clear coat separation or failure or any sort; peeling, hazing and fading or any matters which are covered by vehicle manufacturers' warranty.
24. This warranty does not cover Water spots. Water spots are caused by hard water (mineral deposits), which when left to dry on the paint may leave a stain, water spotting is not covered.

Other Conditions

1. In the event of damage to the factory painted surface caused by collision, accident, vandalism or abuse, the vehicle must be serviced by us for re-treatment at the owners or insurer's expense. The owner must present their Warranty book or invoice so it may receive an updated endorsement of treatment.
2. To maintain the validity of this Warranty the vehicle must be presented to ITC within thirty (30) days before or after the first anniversary of treatment application and thereafter on each subsequent anniversary. Failure to comply will result in the warranty being terminated.
3. All Warranty claims must be lodged in accordance with the Policy.
4. Compliance with the Washing Instructions at Schedule 1 to this Policy.

WARRANTY CLAIM PROCESS

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When lodging a Warranty claim, you must comply with the following:

1. Any claim under the warranty must be notified via email or writing to ITC within 30 days of the customer first becoming aware of any matter giving rise to a claim in regards to the ITC Products.
2. The warranty is only valid if:
 - (i) Following notification of a claim the vehicle is made available for ITCs inspection at its office (or such other place as ITC may nominate) at a time mutually convenient to ITC and the Customer, such time during normal business hours (9.00 am – 5.00 pm EST, Monday to Friday); and
 - (ii) The vehicle is subsequently made available to ITC or such other person/s as ITC may stipulate in order that any treatment, cleaning, repair or other work may be undertaken.
3. Approval in writing must be obtained by the customer from ITC before undertaking any work covered by the warranty.
4. All work covered by the warranty must be undertaken by ITC or such person as ITC may nominate. If any treatment, cleaning, repair or other work is carried out on the vehicle without ITCs written authorisation first being obtained, the warranty will automatically be invalidated.
5. In the event that the vehicle is involved in an accident which involves damage to an area treated by products applied by ITC the warranty only remains valid if the affected areas of the Vehicle are retreated by ITC with the relevant products at the customers expense within 21 days of the date of repair; Re-application of paints sealant products should be performed after vehicle paint has been allowed to settle for at least 21 days.

QUESTIONS

All questions and other enquires regarding this Policy must be addressed to:

Name: John Pereira
Email: john@itcautomarine.com.au
Telephone: 0425245683

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Schedule 1: WASHING INSTRUCTIONS

General

1. The vehicle exterior paintwork must be maintained and washed regularly, to ITCs recommendations, to prevent contamination build up (bi-weekly is recommended but a monthly clean is the minimum required.).
2. After washing insure that no water is left to dry on the coated surface, particularly within the first two (2) weeks after installation. In the event that your vehicle is exposed to high mineral-content water (“hard” or “soft” water) like that from some automated car washes, sprinkler systems or tap water in some areas, then all coated areas need to be dried as soon as possible with a microfiber cloth. Any water that is left to dry may form visible ringlets, which should be wiped off with vinegar until the mineral deposit is removed, as soon as possible.

Washing

3. For best results wash with a good quality car shampoo on a bi-weekly basis to avoid excessive contamination build up.
4. Equipment to be use:
2 x buckets with grit guard installed. Use separate soap and sponge/mitt for wheels.
1 x car wash noodle mitt
1 x plush mircofibre drying towel
5. The two bucket wash is recommended. Each bucket should have a grit guard installed. One bucket is used to wet the cleaning mitt with water and shampoo while the second bucket is used to rinse the mitt after cleaning. This should be done after each panel.
6. Avoid washing in direct sunlight to minimize streaking and water spotting.
7. Wash from the top down leaving the dirtiest sections for last to avoid cross contamination.

Drying

8. Always dry completely and never leave to “air” dry. Tap water contains minerals that may leave deposits creating water spots.
9. A plush car drying microfibre towel should be used. Never us rags or chamois. Avoid aggressive wiping, allowing the material to absorb the water.

Spot Removal

10. Never use aggressive products to polish the coating or remove surface contamination.
11. Never use excessive force to remove spots. Excessive force may cause scratches and damage the paint and/or and ITC Products applied as a coating.

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