

EXPERTECH ELECTRICAL CONTRACTORS LTD

TEL: +254105159533 Email: <u>info@expertech.co.ke</u> Website: www.expertech.co.ke MOBILE: +254740728529 PO BOX 221-40601 BONDO [KENYA]

Dealers in: Electrical Installations, Solar, Motor & Water Pump Installations, CCTv & Security Systems, Consultancy, Repairs. Etc.

Monday, 15 September, 2025

Terms and Conditions of Use

Effective Date: 30 May 2021 (Last Updated: 15 September 2025)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MAY CHANGE FROM TIME TO TIME. BY ACCESSING OR USING THIS WEBSITE OR ANY SERVICES PROVIDED BY **Expertech Electrical Contractors Ltd**, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THEM, PLEASE DO NOT USE THIS WEBSITE OR OUR SERVICES.

If you have a separate written or click-through agreement with Expertech Electrical Contractors Ltd regarding specific services or deliverables, that agreement shall prevail over these Terms in the event of any conflict.

1. Conditions for Supply, Installation, and Service Delivery

- 1.1 Applications for work are processed in order of receipt. However, Expertech reserves the right to schedule execution at its discretion.
- 1.2 Expertech may terminate services without notice if you breach these conditions, without prejudice to its right to seek legal redress.
- 1.3 All quotations must be paid in full before commencement of works. Service-related invoices are payable immediately upon completion. Payments can be made via cash, cheque, direct bank deposit, bank transfer, or M-Pesa:
 - Bank: Kenya Commercial Bank
 - Account No.: 1333971508M-Pesa Paybill: 522533
 - Account No.: 7920306
- 1.4 Overdue accounts may result in suspension of services and reconnection fees.
- 1.5 Customers are bound by the Energy Act, 2019 (Vol. 1).
- 1.6 Consumers may only use electricity as specified in their application. Supply must not be conveyed or resold outside their premises.
- 1.7 Expertech's responsibility ends at outlet receptacles. Beyond this, risks pass to the customer.
- 1.8 Tampering with Kenya Power meters is illegal. Such cases will be reported to Kenya Power and relevant authorities, and services may be suspended.
- 1.9 Customers must grant authorized staff access to premises for inspections or disconnections where necessary.
- 1.10 Except in emergencies, Expertech will endeavor to give prior notice of service interruptions.
- 1.11 Complaints or corruption reports may be lodged directly with Expertech through designated reporting channels.
- 1.12 Expertech may reject or withdraw services for false information, default on payments, or misuse.
- 1.13 Terms may be amended with **three months' prior notice**.
- 1.14 Customers may terminate services by giving **30 working days' written notice** and surrendering relevant receipts for refunds (if applicable).
- 1.15 In cases of meter theft, a police abstract is required for replacement.
- 2. Conditions for Sale of Goods and Services





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- 2.1 Dishonored cheques will attract recovery of full bank charges (exclusive of VAT).
- 2.2 Goods must be collected within **30 days** of invoice date or a **10% storage fee** will apply. Uncollected goods after **90 days** will no longer be the responsibility of Expertech.
- 2.3 Goods remain the property of Expertech until fully paid, regardless of subsequent work done on them.
- 2.4 Liability ceases once goods are handed over to your transporter/agent. Claims for loss/damage after dispatch will not be accepted unless Expertech handles transportation.
- 2.5 Goods once sold are non-returnable or exchangeable. If accepted at Expertech's discretion, returns due to customer mishandling attract a 10% handling fee.

3. Copyright and Trademarks

All content on this website (https://expertech.co.ke), including text, graphics, images, data, reports, and services, is the property of Expertech Electrical Contractors Ltd, its affiliates, and licensors. It is protected under the Kenya Copyright Act, Trademark Law, and international conventions. "Expertech Electrical Contractors Ltd" and its logo are registered trademarks. Other product names mentioned are trademarks of their respective owners.

4. Website Use and Services

- 4.1 Services may be:
 - Publicly accessible;
 - Accessible by purchase; or
 - Subscription-based.
- 4.2 Your right to use this site is personal, non-transferable, revocable, and non-exclusive.
- 4.3 You are responsible for your own equipment and internet access.
- 4.4 Login credentials must be kept secure. Expertech is not liable for unauthorized use of your account.

5. Limitation of Liability

ALL CONTENT AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." Expertech does not warrant that:

- Information will always be accurate, reliable, or up to date;
- Website functions will be uninterrupted or error-free;
- Defects will always be corrected; or
- The site and servers are free from viruses or harmful code.

Liability Cap: To the maximum extent permitted by law, Expertech's total liability shall not exceed the greater of:

- The total fees you paid for the services in the last 12 months; or
- KES 100.

This limitation is cumulative and applies collectively to all claims.

6. Submissions

By submitting content (text, images, feedback, etc.) to this website, you grant Expertech a **worldwide**, **royalty-free**, **perpetual license** to use, reproduce, and display it for business purposes.

You warrant that you own or have the right to post such content, and you remain responsible for it.

7. User Conduct

You may not use this site for unlawful, harmful, offensive, or misleading activities, including but not limited to: fraud, harassment, copyright infringement, impersonation, distribution of harmful





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code, or exploitation of minors.

Expertech reserves the right to remove content or suspend accounts at its discretion.

8. Third-Party Links

This website may contain links to external websites. Expertech is not responsible for their content or use. Access is at your own risk.

9. Dispute Resolution and Governing Law

These Terms are governed by the laws of Kenya.

Disputes shall first be resolved amicably. If unresolved, they will be referred to **arbitration in Kenya** under Kenyan law. The arbitrator's decision will be final and binding, enforceable in Kenyan courts.

10. Miscellaneous

- These Terms do not create a partnership, agency, or employment relationship.
- They may not be assigned without Expertech's consent.
- Notices must be in writing and are effective upon receipt.
- Headings are for convenience only.

11. Entire Agreement

These Terms constitute the entire agreement between you and Expertech regarding the use of this website and services, superseding all prior communications.

