

Terms & Conditions of Trade

TERMS AND CONDITIONS OF TRADE

For Customers and account holders

These Terms and Conditions apply to all our sale of goods contracts. Any order placed with Air Con Solutions Pty Ltd ABN: 96203 263 832 ("we", "our", "us" or "Air Con Solutions") constitutes your ("you" or "your") agreement to be bound by these terms. Any additional or different terms you stipulate or state in any communication with us (including any order) are hereby objected to and will not bind us unless we agree in writing. No sales representative or agent is authorised by us to give any guarantee, warranty or representation in addition to, or contrary to these conditions. In any event, receipt of goods by you (or another as you direct) upon delivery constitutes your agreement to be bound by these terms.

1. Quotations and Prices

1.1. Any quotation given by Air Con Solutions Pty Ltd is a mere invitation to treat and does not constitute a contractual offer. All quotations hold for 30 (thirty) days after issue, however Air Con Solutions Pty Ltd may withdraw a quotation at any time. 1.2. Prices included in the quotation are based on the specification, drawings and/or requests by the Customer. Should the any of the exclusions (???) be found, specification or Customer's request change, then Air Con Solutions Pty Ltd reserves the right to vary the quotation price.

1.2 The quotation or price may be increased if the Company for any work above or beyond the original specifications of the original quote or if the Customer varies or alters the specifications of the quotation or the requirements for the Goods.

1.3 The quotation or price may be increased if the Company suffers any cost increases which are beyond its control in the supply, production and delivery of Goods (due to currency changes or supplier price increases, customs duties, existing tariff classifications or taxation duties) between the date of contract (or where the contract arises from a quotation, the date of quotation) and the date of delivery. **All prices are exclusive of insurance, freight and other handling charges.**

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1.4. Delays in delivery or installation of the Goods or any of them as a result of instructions or lack of instructions from you, your failure or inability to fulfil the obligations under the contract or any action or inaction by you or other circumstances beyond our control;

1.5. The quotation or price may be increased if costs increases due to variations in the rates of, or the costs of complying with, all statutory, government or local government or governmental authority charges and obligations between the date of contract (or where the contract arises from a quotation, the date of quotation) and the date of delivery.

1.6. All quoted prices are exclusive of GST unless otherwise stated.

1.7. All goods are sold subject to goods & services tax (GST) unless the goods are classified as GST exempt.

2. Acceptance

2.1 Access to any or all man hole, covers, panels, plant rooms, ceiling, roofs, equipment, switch boards, or other associated equipment required in the installation, service or repair, must be made safe to do so, each site access will be assisted by the technician

- 2.2 Luck of access to any of the above situations my result in the following
- Termination of the installation, service or repair, only costs accrued up until this point will be charged.

- Access being obtained at the cost of the customer and any required rectification work, patching, making good will be at the customers cost

Any unsafe conditions found in the installation, service or repair the customer will be notified and if required will termination of the appointment with all charges applying for the goods and services.

2.3 The Client acknowledges and agrees that the following shall be excluded from any agreed quote;

- Any works not outlined in the quote or estimate be it viral or written will not be covered.
- Electrical switch board upgrades are not covered in any quote or estimate unless stated.
- painting or patching of any surface were the new or replacement part does not cover any imperfections due to size, shape or other. To repair a surface that is damaged in the removal of a part for repair or replacement.
- any masonry penetrations and core holes required to install the air conditioning unit.

3. Payment

The terms of payment to Air Con Solutions Pty Ltd are as follows:

2.1. for the supply and installation of air conditioning, control and associated unit(s)/equipment payment is strictly COD unless otherwise agreed to a maximum of net 14 (thirty) days from the date of invoice;

2.2. for all repairs, services and call outs payment is strictly COD unless otherwise agreed to a maximum of net 7 (thirty) days from the date of invoice.

2.3. for all works that are not planned to be completed within 14 days of works commencement, then a progress payment is require to cover not less than any parts, goods or service(s) already rendered.

2.4. We reserve the right to suspend credit terms and will automatically create stop credit if not strictly adhered to by you and will not be recommenced until payment is received for all amounts outstanding beyond agreed credit terms.

2.5. Any expenses, costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees or solicitor's costs will be paid by you providing that those fees do not exceed the scale charges by that debt collection agency/solicitor.

4. Delivery of Goods, Installation and Service bookings

4.1. The times quoted for delivery, installations and service scheduling are estimates only and Air Con Solutions Pty Ltd hold no liability for failure or delay in delivery or arrival times of goods and/or staff. The Customer is not relieved of any obligation to accept or pay for goods or services by reason of any delay in delivery or missed appointment.

4.2. Missed appointment, installation or service time as confirmed with Air Con Solutions Pty Ltd without notification of a minimum of 24 hours prior to the booked time may incur a cancelation fee to cover any cost incurred.

4.3. Risk in the Goods passes on delivery to the Customer. Customer to notify Air Con Solutions Pty Ltd if deliver insurance is required.

4.4. We will deliver the Goods to the address stated in the Order or as agreed by us in writing.

4.5. We will deliver the Goods by such carrier and such form of transport as we consider to be appropriate. When you specify the carrier and the means of carriage, we shall deliver the Goods in the way specified, the cost of such carriage being an additional charge to the invoiced price of the Goods.

4.6. We will be entitled to charge for and recover from you on demand all costs or loss occasioned by

a) failure by you to collect or take delivery of the Goods (as the case maybe) as and when agreed to;

b) any such costs or loss will include (but not be limited to) the cost of storage, labour, transportation and administration costs at our prevailing commercial rates.

4.7. You agree to inform Air Con Solutions Pty Ltd in writing within 14 days of the date of invoice if proof of delivery is required. After this period, no liability will lie with Air Con Solutions for proof of delivery.

5. Air Con Solution's Warranty and Claims

5.1. Warranty on new installations of control system(s), air conditioning unit(s) and new parts are subject to the manufacturer's warranty. However, where permissible by law, the customer must pay for all work undertaken in carrying out a repair if the manufacturer's assessment determines the claim does not fall within the manufacturer's warranty terms.

5.2. Warranty on used or refurbished systems, units and parts are subject to a 30 day replacement warranty only, in the event that there is not a replacement part available the purchase price only for that item will be even upon assessment of the item, and in line with Air Con Solutions Pty Ltd warranty policy.

5.3. Service under warranty shall only be available by agreement between the hours of 8am to 4.00pm Monday to Friday, and excludes public holidays, and warranty does not include routine maintenance service including filter cleaning, rectification of faults arising from power failure, misuse of equipment, lack of routine maintenance or operator error.

5.4. Warranty for the purpose of this clause is either:

- (a) Installation warranty; a guarantee of workmanship and associated ductwork and materials on new installations for a period of 12 (twelve) months from date of installation or invoice (which comes first) whereby Air Con Solutions Pty Ltd will repair the product in the event of any defect,
- (b) Service warranty; a guarantee of workmanship for service repair work for a period of 30 (thirty) days from date of service where the works will be performed again in the event of any defects associated with the initial service work.

5.5 All costs of freight and travelling expenses associated with making a claim under this warranty are to be paid by the Customer.

5.6. The Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a "major failure" and for compensation for any other reasonably foreseeable loss or damage. The Customer is 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".

5.7. The benefits to you given by Air Con Solutions Pty Ltd warranty are in addition to other rights and remedies that you may have under law in relation to the products to which this warranty relates.

If the Customer wishes to make a claim under this warranty, it should:

- ☞ Contact: Air Con Solutions Pty Ltd on: 1300 966 464
- ☞ Email: info@airconsolutions.com.au

Clause 6 applies to this warranty.

The Customer must provide proof of purchase to make a claim under any warranty.

6. LIMITATION OF LIABILITY

6.1. Where the Goods or any services we supply under the Contract are not goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, then our liability (if any) for failure to comply with a guarantee under the Australian Consumer Law (other than, in respect of the Goods, a guarantee as to title, a guarantee as to undisturbed possession or a guarantee as to undisclosed securities, charges or encumbrances) is limited, so far as the Australian Consumer Law allows and at our option:

6.2. in the case of the Goods, to repair or replace the Goods or supply of equivalent goods (or paying the cost of any of these); or

6.3. in the case of any services supplied by us, to supplying the services again (or paying the cost of having the services supplied again).

7. Return Policy

7.1. We will not refund, credit or replace on incorrect choices, or failing to verify and accurately provide information when placing an order. Air Con Solutions Pty Ltd will refund or exchange purchased equipment if the equipment only once the product has been found not to be of merchantable quality upon assessment by Air Con Solutions Pty Ltd or the manufacture.

7.2. Please note we are unable to accept return of any goods that you have used or attempted to install.

8. Retention of Title

8.1. You hereby acknowledge that the property and title in the Goods supplied, installed and repaired by Air Con Solutions Pty Ltd remains the property of the Company until you have made payment in full of the Purchase Price and any other monies outstanding to the Company in connection with these Terms and Conditions have been paid.

8.2. In the event of a default by the Customer, then without prejudice to any other rights which Air Con Solutions Pty Ltd may have at law or under this contract:

a. Air Con Solutions Pty Ltd its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.

b. Upon repossession of any of the goods Air Con Solutions Pty Ltd will then be entitled, in its discretion, to resell the Goods to any third party in which case you will not have any action whatsoever against Air Con Solutions Pty Ltd for breach of contract or otherwise.

c. If the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, Air Con Solutions Pty Ltd may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Air Con Solutions Pty Ltd and the Customer may be ascertained. Air Con Solutions Pty Ltd must promptly return to the Customer any Goods the property of the Customer and Air Con Solutions Pty Ltd is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.

d. you will not in any way deal with, part with possession or dispose or attempt to deal with, part with possession or dispose of the Goods.

e. If you sell or otherwise disposes of the Goods to a third party prior to making payment of the Purchase Price or any other monies owing hereunder, Air Con Solutions Pty will be entitled to so much of the proceeds of such sale equivalent to the amount of monies owing to Air Con Solutions Pty by you.

8.3. In addition to the payment of any other monies payable by you to OfficeMax under this agreement, we will be entitled to charge for and recover from you on demand all costs, loss or damage incurred by us in exercising any of our rights under Condition 6.2 above, including, but not limited to, the cost of storage, transportation and administration costs at our prevailing commercial rates.

9. Retention Money

Unless otherwise provided in writing in this tender, the purchaser shall not be entitled to retain any part of the purchase price by way of retention monies to guarantee satisfactory operation of the equipment supplied and installed.

10. TITLE AND RISK

10.1. Risk in the goods will pass to you at the time of delivery in accordance with Condition 5.

11. YOUR LIABILITY AND DEFAULT

If you:

- i) fail to make any payment due under the contract or commit any other breach of any of your obligations under the contract; or
- ii) suffer execution under any judgement; or
- iii) commit an act of bankruptcy; or
- iv) make any composition or arrangement with any creditor; or
- v) being a company, pass a resolution for winding up or have a receiver appointed over any of its property or have a winding up petition presented against it,

Air Con Solutions Pty Ltd (in addition to any other remedies hereby or by statute conferred) may treat the contract as terminated and any part of the Purchase Price then unpaid, together with any other monies owing hereunder, whether or not due under the terms of the contract will immediately become due and payable. Any such termination will be without prejudice to any claim or right we may otherwise possess.

12. GOVERNING LAW

The contract will be governed by the law of the State of Victoria and the Commonwealth of Australia.

13. NO ASSIGNMENT

You may not assign the Contract unless you have obtained our prior written consent to do so.

14. SEVERENCE

If any term of the Contract is found to be invalid or unenforceable, such invalidity or unenforceability will not affect the remainder of the Contract, which will continue in full force and effect.

15. NOTICES

All notices under the Contract must be in writing. Notices can be given in person, by post or by e-mail, to an address or number detailed in the Order. If a notice is sent by post, it will be taken to have been received 3 business days after posting, unless in fact it is received earlier. Any changes to notice details must be notified in writing.

16. VARIATION

Air Con Solutions reserves the right to change these Terms and Conditions at any time.