

A APPROVED AIR PTY LTD

Standard Terms & Conditions of Quotation/Sale

These Standard Terms and Conditions of Sale are issued by A APPROVED AIR PTY LTD.

IMPORTANT: THESE TERMS & CONDITIONS APPLY TO ANY ORDER OR INSTRUCTION, VARIATION, EXTRA WORK and will apply at any time WITHOUT FURTHER NOTICE regardless of whether or not your enquiry, order or instruction or other qualifying document issued by you imposes alternative conditions upon us. It is therefore **important that you carefully read our Terms & Conditions**, negotiate any alternative conditions with us and ensure that we acknowledge any variations in writing.

- 1. ANY ORDER OR INSTRUCTION** placed with us will only be in accordance with these terms and conditions or those accepted by us in writing. Acceptance by us of your order or instruction does not constitute our acceptance of your terms or conditions - see above - our conditions will always take precedence over any other terms and conditions whether expressed or implied in writing or orally.
- 2. STANDARD TERMS OF PAYMENT** Domestic customers – Our terms of sale are that you undertake to pay the account in full on or before the due date. In default of such payment, you undertake to pay late payment fees of 3% per month on any outstanding amount. You also undertake to indemnify us and pay all costs and expenses on a solicitor and own client basis if legal action is necessary, and/or Debt collection fees, which we may incur in recovering from you any overdue amount.
- 3. STAGED PAYMENTS.** We reserve the right to make interim applications for payment during the course of works carried out by us, for materials, equipment delivered and for work completed by us to the date of such application. Our normal staged terms of payment are 10% deposit, 80% upon commencement of installation, and 10% upon commencement of commissioning.
- 3. OTHER TERMS OF PAYMENT** may be agreed but only if accepted by us in writing.
- 4. ANY OFFER** by us to carry out work for a quoted price is open for acceptance for a period of thirty days from the date of our offer.
- 5. OUR OFFER ASSUMES continuity of work and normal working hours** which are Monday to Friday inclusive, from 07:00 to 17:00 hours excluding public holidays. Work carried out outside of these times will be charged at premium rates in accordance with our STANDARD CHARGES.
- 6. DELIVERY AND COMPLETION dates** are given in accordance with our other terms and conditions and are valid at the date given. As such they are subject to prior sale or workload and availability of equipment at the time your written instruction to proceed is received.
- 7. WE WILL ONLY PROCEED** with any work once your full written instructions are received by us together with all information we require to proceed with our work, and we have accepted your instructions in writing and the 10% deposit.
- 8. WE WILL NOT CARRY OUT ANY EXTRA WORK OR VARIATION** to our work unless we have your written instruction to carry out such extra work or variation and your confirmation that you accept our costs for carrying out such work or variations. Unless:-
- 9. IF YOU FAIL TO PROVIDE WRITTEN CONFIRMATION** and work has commenced for whatever reason, we will confirm our acceptance on the basis that payment will be due to us for carrying out the work or variation without dispute.
- 10. DELAY.** We shall not be liable for any delay, dispute, cost, loss or consequential loss due to your failure to provide written instructions or full and final information on time. If power is not available at the time we arrive on site to commission the system, a service charge will apply to the client.
- 11. TITLE OF GOODS.** Notwithstanding delivery, all goods, materials, equipment supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us. You will store the goods in such a way that they are readily identifiable as our property, but you may as trustees for us, sell them to a third party in the normal course of your business. Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us. We shall be entitled, immediately after giving notice of our intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this clause.
- 12. PROTECTION & RISK.** Once equipment, materials or goods have been delivered to site or an agreed delivery point they shall be at the sole risk of others. We will only be liable for damage caused by our directly employed or supervised operatives. It shall be others responsibility to both protect and insure against loss or damage caused by others.
- 13. GUARANTEE.** For the supply and installation of new equipment and systems we provide as a minimum a full labour and parts guarantee, at our discretion to repair or replace without charge any defect, part, material, component or equipment which fails due to defective manufacturing or workmanship within 12 months of commissioning.
PLEASE NOTE: - GUARANTEES COMMENCE FROM THE DATE A SYSTEM OR EQUIPMENT ITEM IS COMMISSIONED - THIS IS NOT THE SAME AS, OR TO BE CONFUSED WITH "HANDOVER", "COMPLETION" OR "PRACTICAL COMPLETION", OR ANY OTHER TERM EXPRESSED OR IMPLIED.
This guarantee is provided upon these conditions:-
 - a) The system or equipment must be maintained by us or an approved organisation in accordance with the manufacturer's recommendations from the date it is COMMISSIONED.
 - b) The system or equipment is operated in accordance with instruction provided by us or the manufacturer, and user maintenance guides are followed and complied with.
 - c) If equipment is not maintained in accordance with our terms, or is maintained by a non-approved organisation, the guarantee will become null and void. The manufacturer shall determine if an organisation is approved, and this shall be written confirmation.
 - d) Our guarantee is not transferable, should you elect to use others for maintenance, and our liability may well be limited to provision of replacement parts only, at the discretion of the manufacturer.
 - e) For replacement parts supplied and fitted to systems not guaranteed by us, the guarantee we provide will be limited to that provided by the manufacturer of the parts.
 - f) We cannot guarantee equipment or systems and components when warranty has expired for whatever reason. In particular failures or defects found may be attributable to other component failures or reasons beyond our control, which cannot be traced by us until initial repairs have been completed. Should any dispute occur in connection with such work we reserve the right to payment for work carried out. The matter shall then be referred to a mutually agreed arbitrator, whose decision shall be final and binding on both parties.
 - g) We shall not be liable for any consequential loss or damage.Guarantees can be extended at our discretion and dependant upon manufacturer of new equipment can be up to a maximum of 5 years, provided the system is maintained by us under agreement.
- 14. INFORMATION.** Any drawing, design, information or detail submitted shall not be binding unless indicated in writing. All drawings, sketches, designs or other documentation submitted to you remain our property and as such must not be copied for any reason unless approved in writing by us.
- 15. LIABILITY.** Our liability is limited to what we have offered to provide, you have accepted by placing an order or instruction with us, and we have confirmed our acceptance. We will comply with all legal and lawful requirements that we are required to do so, in our capacity as your contractor and/or supplier. By accepting our offer you are liable to ensure that what we offer or provide is legal, meets lawful requirements and your own. Your statutory rights are not affected.
- 16. WAIVER.** Any failure by us to enforce any or all of these Conditions shall not be construed as a waiver of any of our rights hereunder.
- 17. ELECTRICAL.** Our proposals are submitted on the basis that the existing electrical supply is of adequate size as to accommodate the connection of the selected equipment and the existing connected equipment. Electrical upgrade of the mains, meter box or switchboard is the responsibility of the client. We can provide a quotation for this work if required.
- 18. BUILDERS WORK.** Generally we do not provide builders work. Upon request we provide details of builders work requirements.
- 19. MAINTENANCE WORK.** Maintenance work is only carried out in accordance with our terms of Maintenance Agreement. Additional repair or service work on a site having a current Maintenance Agreement is carried out in accordance with the agreement and is chargeable in accordance with that agreement and our SERVICE CHARGES.
- 20. SERVICE & REPAIR WORK.** Any service repair, call-out or refurbishment work, which is not subject to a priced offer, is subject to our SERVICE CHARGES. Any additional work to that quoted as a priced offer is subject to our SERVICE CHARGES.
- 21. STANDARD EXCLUSIONS.** Our tender is based upon the foregoing and upon the exclusions specified below except that specified by ourselves as being carried out by us in writing :-
 - a) Any work not shown on any drawings or specifications, whether issued by ourselves, consultants or architects etc.
 - b) Associated builders work, electrical work or other trades work.
 - c) The use of or hiring of any hoisting or lifting plant or equipment to facilitate installation, as it has been assumed that we have free and easy access to the premises at which the equipment is to be installed.
 - d) Any extra costs which may be incurred by us through encountering unforeseen difficulties where structural work or hidden pipe work etc. is involved and prior inspection by ourselves was not available due to the fact that building finishes etc. obscured these obstructions from view.
 - e) Any addition for GST.
 - f) Scaffolding, water, electrical power, fuel, painting and decorating to other than standard factory finish, asbestos cutting and removal, building in of dropper ducts, fees payable to persons, companies or authorities not directly employed by this company.
 - g) The monetary effect of government legislation announced but not yet implemented.
 - h) Adequate space and strengthening of trusses to support ducted indoor fan coil units.
- 22. DAMAGE.** Whilst every care will be taken when installing products no responsibility will be accepted by A Approved Air Pty Ltd for any damage to premises or interruption to services where such damage or interruption is a result of circumstances beyond the control of A Approved Air Pty Ltd. We pay particular attention to cracks and nail heads appearing in ceilings due to access gained in the course of the installation.
- 23. UNIT POSITIONS.** It shall be the sole responsibility of the customer to ascertain whether the position chosen for the installation of the air conditioning unit will cause any noise disturbance or level which is in breach of any law. A Approved Air Pty Ltd shall not be responsible for any loss or damage or expense incurred as a consequence of the positioning of the air conditioning unit in so far as any noise disturbance or level is concerned.