

BUDERIM AIR

Air Conditioning Installation Terms & Conditions

1. Definitions

1.1 "Buderim Air" means Classic Services Company Pty Ltd T/A Buderim Air, its employees, subcontractors, technicians, agents and authorised representatives.

1.2 "Client" means the person, company or entity requesting, approving or accepting works, services, equipment or goods supplied by Buderim Air.

1.3 "Works" means all air conditioning installation, replacement, commissioning, electrical, drainage, ducting, ventilation and associated works carried out by Buderim Air.

1.4 "Equipment" includes all units, systems, ductwork, pipework, controllers, accessories, brackets, fittings and materials supplied by Buderim Air.

1.5 "Practical Completion" means the stage at which the installed system is operational and capable of normal use, notwithstanding minor defects or omissions which do not materially affect operation.

2. Acceptance of Terms

2.1 Acceptance of any quotation, approval to proceed, payment of deposit, issue of purchase order or acceptance of works performed constitutes acceptance of these Terms & Conditions.

2.2 These Terms & Conditions apply to all works carried out by Buderim Air unless otherwise agreed in writing.

2.3 Any terms supplied by the Client are excluded unless expressly agreed to in writing by Buderim Air.

3. Quotations & Scope of Works

3.1 Quotations are valid for fourteen (14) days unless otherwise stated.

3.2 Quotations are based on information reasonably available at the time of inspection and preparation.

3.3 Unless specifically included in writing, quotations exclude:

- electrical switchboard upgrades;
- asbestos removal;
- builder's works;
- painting or patching;
- roof repairs;
- structural engineering;
- crane hire;
- scaffolding;
- traffic control;
- after-hours works;
- core drilling;
- stormwater or plumbing upgrades;
- ceiling repairs;
- making good decorative finishes; and
- permits or authority approvals.

3.4 Quotations are based on normal working hours between 7:30am and 4:00pm Monday to Friday excluding public holidays unless otherwise stated.

3.5 Buderim Air reserves the right to amend quotations where:

- incorrect information is supplied;
- site conditions differ from those visible during inspection;
- hidden defects are identified;
- additional works are required; or
- supplier pricing changes prior to acceptance.

3.6 Equipment selections and capacities are based on information available at the time of quotation. Buderim Air is not responsible for deficiencies caused by:

- building design;
 - insulation deficiencies;
 - glazing loads;
 - occupancy changes;
 - alterations after quotation; or
 - inaccurate information supplied by others.
-

4. Variations

4.1 Any variation to the quoted scope of works may result in additional charges.

4.2 Variations may arise due to:

- hidden services;
- inaccessible areas;
- structural limitations;
- electrical non-compliance;
- asbestos;
- drainage issues;
- concealed pipework;
- additional refrigerant pipe lengths;
- switchboard upgrades;
- access restrictions;
- client-requested changes; or
- unforeseen site conditions.

4.3 Buderim Air will make reasonable efforts to notify the Client of variations prior to proceeding where practical.

4.4 Where urgent works are required for safety, compliance or practical completion, Buderim Air may proceed with variations without prior written approval and charge reasonable costs accordingly.

4.5 Variations are payable in accordance with the payment terms of the original quotation.

5. Client Responsibilities

5.1 The Client must provide:

- safe and reasonable access to the site;
- clear access to work areas;
- access to electrical switchboards;
- access to ceiling spaces and roof areas where required;
- suitable parking and site access;
- unrestricted working areas; and
- authority to proceed with the works.

5.2 The Client is responsible for:

- removing furniture, valuables and fragile items from work areas;
- ensuring pets and occupants are kept clear of work areas;
- identifying hidden services where known;
- ensuring existing electrical infrastructure is suitable unless upgrades are included in writing; and
- obtaining body corporate or landlord approvals where required.

5.3 Buderim Air shall not be responsible for delays or additional costs resulting from:

- inaccessible work areas;
- unsafe site conditions;
- vermin or pests;
- excessive roof space temperatures;
- inadequate ceiling access;
- restricted roof access;
- concealed services; or
- site conditions beyond Buderim Air's control.

5.4 The Client acknowledges that installation works may involve:

- wall penetrations;
- ceiling access;
- roof access;
- drilling;
- cutting;
- pipework installation;
- duct modifications; and
- temporary disruption to electrical services.

5.5 Unless specifically included in writing, Buderim Air does not warrant:

- existing ductwork;
- existing zone systems;
- existing electrical wiring;
- existing drainage;
- existing building infrastructure; or
- previously installed equipment by others.

6. Access & Site Conditions

6.1 The Client must provide safe, clear and unobstructed access to all work areas at all times.

6.2 Buderim Air reserves the right to suspend or refuse works where site conditions are considered unsafe, including but not limited to:

- unsafe roof access;
- fragile ceilings;
- excessive heat;
- vermin or pest infestations;
- asbestos or suspected asbestos;
- confined spaces;
- unsafe electrical infrastructure;
- structural instability; or
- non-compliant work environments.

6.3 Additional charges may apply where works are delayed or extended due to:

- restricted access;
- excessive travel distances within sites;
- difficult roof access;
- multi-storey access;
- limited working space; or
- additional safety requirements.

6.4 The Client is responsible for ensuring all necessary approvals, permits and permissions are obtained prior to commencement unless otherwise agreed in writing.

7. Electrical Works

7.1 Unless specifically included in writing, quotations exclude:

- switchboard upgrades;
- mains upgrades;
- supply authority upgrades;
- consumer mains;
- metering alterations;
- generator integration;
- surge protection upgrades; or
- rectification of existing electrical defects.

7.2 Buderim Air reserves the right to cease works where existing electrical infrastructure is found to be unsafe or non-compliant.

7.3 Additional charges may apply where electrical upgrades or rectification works are required to complete the installation safely or compliantly.

7.4 Buderim Air is not responsible for failures or damage caused by:

- unstable power supply;
- power surges;
- brownouts;
- phase imbalance;
- generator faults; or
- pre-existing electrical issues.

8. Drainage & Condensation

8.1 Buderim Air will install condensate drains in accordance with practical installation limitations and applicable standards where possible.

8.2 The Client acknowledges that gravity drainage may not always be achievable due to building design or site conditions.

8.3 Unless specifically included in writing, quotations exclude:

- stormwater upgrades;
- plumbing modifications;
- sanitary plumbing works;
- condensate pumps;
- rectification of existing drainage defects; or
- building waterproofing works.

8.4 Buderim Air shall not be responsible for condensation or moisture issues caused by:

- high humidity;
- building design;
- poor insulation;
- open windows or doors;
- inadequate ventilation;
- existing ductwork deficiencies;
- client-supplied equipment;
- airflow restrictions; or
- environmental conditions outside system design parameters.

8.5 Following practical completion, ongoing maintenance of condensate drains becomes the responsibility of the Client.

8.6 Buderim Air is not responsible for drain blockages occurring after practical completion due to:

- dirt buildup;
- lack of maintenance;
- vermin;
- insects;
- algae growth;
- building movement; or
- external blockages.

9. Existing Equipment & Client-Supplied Components

9.1 Buderim Air does not warrant existing equipment, ductwork, controls, wiring, drainage or infrastructure unless specifically included in writing.

9.2 Where Buderim Air connects to or modifies existing systems, Buderim Air is only responsible for the new works supplied by Buderim Air.

9.3 Client-supplied equipment is installed entirely at the Client's risk unless otherwise agreed in writing.

9.4 Buderim Air accepts no responsibility for:

- compatibility issues;
- manufacturer defects;
- missing components;
- incorrect sizing;
- pre-existing faults; or
- performance deficiencies relating to client-supplied equipment.

9.5 Additional labour and materials required due to defects or incompatibility in existing or client-supplied systems shall be chargeable.

10. Installation Timeframes & Delays

10.1 Installation dates provided by Buderim Air are estimates only and may be affected by:

- weather conditions;
- supplier delays;
- manufacturer backorders;
- access restrictions;
- client delays;
- electrical delays;
- crane availability;
- subcontractor delays; or

- unforeseen site conditions.

10.2 Buderim Air shall not be liable for losses arising from installation delays beyond its reasonable control.

10.3 Where works are delayed by the Client or site conditions, Buderim Air reserves the right to:

- reschedule works;
- charge additional costs; or
- revise installation timelines.

11. Practical Completion & Commissioning

11.1 Practical completion occurs when the system is installed, operational and capable of normal use.

11.2 Minor defects or omissions that do not materially affect operation do not prevent practical completion.

11.3 Commissioning includes basic operational testing of the installed system at the time of completion only.

11.4 Buderim Air is not responsible for future performance issues caused by:

- environmental conditions;
- building changes;
- lack of maintenance;
- third-party modifications; or
- operational misuse after completion.

11.5 Responsibility for operation, maintenance and monitoring of the system passes to the Client upon practical completion.

12. Payment Terms

12.1 Deposits may be required prior to scheduling works or ordering equipment.

12.2 Unless otherwise stated in writing, payment terms are strictly COD upon completion.

12.3 Buderim Air reserves the right to issue progress claims for:

- materials delivered;
- completed stages of works; or
- variations.

12.4 Failure to make payment by the due date may result in:

- suspension of works;
- withholding of commissioning documentation;
- recovery action;
- interest charges; and
- recovery of costs incurred.

12.5 The Client shall be liable for all debt recovery costs, legal costs and collection agency fees incurred by Buderim Air in recovering unpaid amounts.

13. Ownership of Goods & PPSR

13.1 Ownership of all equipment and materials supplied by Buderim Air remains with Buderim Air until paid in full.

13.2 Risk in the goods passes to the Client upon delivery or installation.

13.3 Buderim Air reserves the right to register its interest under the Personal Property Securities Act 2009 (PPSA).

13.4 Where payment remains outstanding, Buderim Air reserves the right to recover unpaid equipment and materials where legally permitted.

14. Limitation of Liability

14.1 To the maximum extent permitted by law, Buderim Air's liability is limited to:

- repair;
- replacement; or
- resupply of the services.

14.2 Buderim Air shall not be liable for:

- indirect losses;
- consequential losses;
- loss of profits;
- accommodation costs;
- business interruption;
- product loss;

- stock spoilage; or
- loss arising from delays outside Buderim Air's control.

14.3 The Client acknowledges that air conditioning performance is influenced by:

- building design;
- insulation;
- glazing;
- occupancy;
- weather conditions;
- ventilation; and
- environmental factors outside Buderim Air's control.

15. Warranty

15.1 All warranties are subject to the Buderim Air Warranty Terms & Conditions.

15.2 Air conditioning equipment supplied by Buderim Air is subject to the individual manufacturer's warranty terms and conditions.

15.3 Unless otherwise stated by the manufacturer, standard air conditioning manufacturer warranty periods are generally:

Cooling Comfort Applications

Five (5) year manufacturer parts and labour warranty on selected air conditioning systems used for human comfort conditioning applications including, but not limited to:

- residential dwellings;
- offices;
- retail spaces;
- accommodation;
- classrooms;
- waiting rooms; and
- general occupied spaces.

Process Cooling & Commercial Applications

Two (2) year manufacturer parts and labour warranty on air conditioning equipment used for process cooling or refrigeration-related applications including, but not limited to:

- industrial process cooling; or
- non-human comfort conditioning applications.

15.4 Manufacturer warranty periods may vary depending on:

- manufacturer;
- product type;
- application type;
- operating conditions;
- environmental conditions; and
- maintenance history.

15.5 Buderim Air provides a twelve (12) month workmanship warranty on installation labour and ancillary installation components unless otherwise stated in writing.

15.6 Ancillary installation components may include, but are not limited to:

- control wiring;
- ducting;
- pipework;
- condensate drains;
- brackets;
- mounting components;
- return air grilles;
- diffusers;
- dampers;
- zone motors;
- thermostats;
- fabricated components; and
- installation accessories supplied by Buderim Air.

15.7 The workmanship warranty applies only to defects directly arising from Buderim Air's installation workmanship.

15.8 Buderim Air does not warrant:

- existing ductwork;
- existing electrical infrastructure;
- existing drainage;
- client-supplied equipment;
- pre-existing faults;
- building movement;
- condensation caused by humidity or building design; or
- third-party modifications.

15.9 Manufacturer warranty coverage is conditional upon the equipment being:

- properly operated;
- regularly maintained;
- operated within manufacturer specifications; and
- maintained in accordance with manufacturer recommendations and Australian Standards.

15.10 Repairs carried out by unauthorised persons may void manufacturer warranty.

15.11 Warranty does not cover:

- normal wear and tear;
- filter cleaning;
- blocked drains;
- consumable items;
- batteries;
- cosmetic deterioration;
- corrosion;
- coastal conditions;
- vermin or insect damage;
- power supply issues;
- misuse;
- accidental damage;
- environmental conditions outside system design parameters; or
- lack of maintenance.

15.12 Additional charges may apply for:

- after-hours warranty attendance;
- restricted access;
- crane hire;
- scaffolding;
- lifting equipment;
- traffic control;
- remote travel; or
- specialist access requirements.

15.13 The Client is responsible for:

- regularly cleaning or replacing filters;
- maintaining unrestricted airflow;
- ensuring drains remain clear;
- maintaining safe electrical supply;
- protecting equipment from corrosion where required; and
- arranging routine preventative maintenance.

15.14 Buderim Air shall not be liable for:

- loss of profits;
- business interruption;
- accommodation costs;
- stock loss;

- food spoilage;
- consequential losses; or
- indirect losses arising from equipment failure or delays.

15.15 Warranty claims must be reported to Buderim Air as soon as practical after the fault becomes apparent.

15.16 Buderim Air must be provided reasonable opportunity to inspect and assess warranty claims before repairs are undertaken by others.

16. General

16.1 These Terms & Conditions are governed by the laws of Queensland, Australia.

16.2 If any provision of these Terms & Conditions is found unenforceable, the remaining provisions shall remain in effect.

16.3 Buderim Air reserves the right to amend these Terms & Conditions for future quotations and works without notice.

17. Acceptance

17.1 Acceptance of the quotation, payment of deposit, issue of purchase order, approval to proceed, electronic acceptance or commencement of works constitutes acceptance of these Terms & Conditions.

17.2 The Client acknowledges that they have:

- reviewed the quotation;
- had the opportunity to seek clarification;
- accepted the scope of works;
- accepted the payment terms; and
- accepted the Buderim Air Air Conditioning Installation Terms & Conditions and Buderim Air Warranty Terms & Conditions.

17.3 The person accepting the quotation warrants that they are authorised to approve the works on behalf of the Client or property owner.