

## BUDERIM AIR

### Air Conditioning Repair Terms & Conditions

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#### 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 diagnostics, repair, maintenance, fault finding, refrigerant works, electrical works and associated services carried out by Buderim Air.
  - 1.4 "Equipment" includes all units, systems, components, controls, pipework, ductwork, fittings and accessories inspected, repaired or serviced by Buderim Air.
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#### 2. Acceptance

- 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 repair, diagnostic and maintenance 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.
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#### 3. Diagnostics

- 3.1 Diagnostic procedures are limited to faults identifiable at the time of attendance and testing.
  - 3.2 Buderim Air does not guarantee that all faults, failures or underlying issues will be identified during initial diagnostics.
  - 3.3 Some faults may only become apparent:
    - after repairs are completed;
    - after the system is returned to operation;
    - under load conditions;
    - during extreme weather conditions; or
    - after extended runtime.
  - 3.4 Buderim Air is not responsible for additional faults discovered after commencement or completion of repair works.
  - 3.5 Diagnostic charges apply regardless of whether repairs proceed.
  - 3.6 Buderim Air reserves the right to recommend replacement rather than repair where equipment is considered:
    - beyond economical repair;
    - obsolete;
    - unsupported by manufacturers;
    - heavily corroded;
    - unreliable; or
    - at high risk of further failures.
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#### 4. Repair Quotations

- 4.1 Repair quotations are based on faults identifiable at the time of inspection only.
- 4.2 Additional faults identified during repair works may result in revised or additional quotations.
- 4.3 Repair quotations exclude:
  - additional hidden faults;
  - electrical upgrades;
  - switchboard works;
  - asbestos removal;
  - crane hire;
  - scaffolding;
  - after-hours works;
  - specialist access equipment;
  - ceiling repairs;
  - building repairs; or
  - additional refrigerant unless specifically stated.
- 4.4 Buderim Air reserves the right to amend quotations where:
  - additional faults are identified;
  - system contamination is discovered;
  - equipment condition differs from initial inspection; or
  - supplier pricing changes.

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## 5. Additional Faults

5.1 Repairing one fault does not guarantee that additional faults will not become apparent.

5.2 Air conditioning systems contain multiple interconnected components and failures in one component may contribute to or expose failures in others.

5.3 Buderim Air shall not be liable for:

- subsequent component failures;
- pre-existing faults;
- hidden defects;
- age-related failures; or
- deterioration of existing equipment.

5.4 The Client acknowledges that repair works on ageing systems carry increased risk of additional failures.

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## 6. Refrigerant & Leak Repairs

6.1 Refrigerant leak searches and repairs are limited to faults identifiable at the time of testing.

6.2 Buderim Air does not guarantee that all refrigerant leaks will be identified during a single attendance.

6.3 Refrigerant leak repairs are warranted only on the repaired section and not the entire system.

6.4 Buderim Air is not responsible for:

- additional leaks developing elsewhere;
- corrosion-related leaks;
- vibration-related failures;
- pipe rub-through;
- environmental deterioration; or
- future refrigerant loss outside repaired areas.

6.5 Refrigerant charges are additional unless specifically included in writing.

6.6 Additional refrigerant may be required where:

- pipe lengths differ from manufacturer allowances;
- multiple repairs are required; or
- further leaks are identified.

6.7 Systems found to be heavily corroded, contaminated or leaking extensively may be deemed beyond economical repair.

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## 7. Existing Equipment Condition

7.1 Buderim Air does not warrant the overall condition, reliability, efficiency or future lifespan of existing equipment.

7.2 Repair works do not restore equipment to "as new" condition.

7.3 Buderim Air shall not be responsible for failures caused by:

- age;
- corrosion;
- lack of maintenance;
- poor installation by others;
- contamination;
- electrical issues;
- environmental conditions; or
- prior repairs by others.

7.4 Client-supplied parts or equipment are installed entirely at the Client's risk unless otherwise agreed in writing.

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## 8. Unsafe or Non-Compliant Systems

8.1 Buderim Air reserves the right to isolate, suspend or refuse works on systems considered unsafe or non-compliant.

8.2 Buderim Air may recommend shutdown or replacement where systems present:

- electrical hazards;
- refrigerant leaks;
- fire risks;
- structural risks;
- unsafe access conditions; or
- environmental hazards.

8.3 Buderim Air shall not be liable where the Client elects to continue operating unsafe or non-compliant equipment against recommendation.

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## 9. Access & Site Conditions

9.1 The Client must provide safe and reasonable access to all equipment and work areas.

9.2 Additional charges may apply where access is restricted due to:

- roof access difficulties;
- excessive ceiling temperatures;
- vermin or pests;
- restricted working areas;
- multi-storey access;
- crane requirements;
- scaffolding requirements; or
- specialist safety requirements.

9.3 Buderim Air reserves the right to suspend works where conditions are unsafe.

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## 10. Electrical Supply & External Factors

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

- power surges;
- brownouts;
- unstable voltage;
- phase imbalance;
- generator faults;
- electrical interference; or
- defective electrical infrastructure.

10.2 Repair works do not include rectification of supply authority or building electrical defects unless specifically stated.

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## 11. Payment Terms

11.1 Diagnostic charges apply regardless of repair outcome.

11.2 Unless otherwise agreed in writing, payment terms are seven (7) days from invoice date for approved commercial account holders.

11.3 Selected approved account holders may be provided thirty (30) day end of month (EOM) trading terms at Buderim Air's sole discretion.

11.4 Clients not holding approved trading terms are strictly COD upon completion.

11.5 Buderim Air reserves the right to require deposits prior to:

- ordering parts;
- scheduling return attendance;
- after-hours works; or
- major repair works.

11.6 Buderim Air reserves the right to suspend approved trading terms at any time where accounts become overdue.

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

- suspension of works;
- withholding of parts or equipment;
- debt recovery action;
- interest charges;
- registration of payment defaults with credit reporting agencies including CreditorWatch;
- commencement of QCAT proceedings; and
- recovery of associated legal and collection costs.

11.8 The Client shall be liable for all costs incurred by Buderim Air in recovering outstanding amounts including:

- legal costs;
- collection agency fees;
- court or tribunal costs;
- filing fees;
- interest charges; and
- administrative recovery costs.

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## 12. Ownership of Goods & PPSR

12.1 Ownership of all equipment, materials and replacement parts supplied by Buderim Air remains with Buderim Air until paid in full.

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

12.3 Buderim Air reserves the right to recover unpaid goods where legally permitted.

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## 13. Limitation of Liability

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

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

13.2 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, delays or additional faults.

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## 14. Warranty

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

14.2 Unless otherwise stated in writing, there is no warranty on repair labour or repair outcomes.

14.3 Replacement parts supplied by Buderim Air are subject only to the manufacturer's warranty applicable to those parts.

14.4 Buderim Air does not warrant:

- the overall condition of existing equipment;
- unrelated components;
- hidden faults;
- pre-existing faults;
- future component failures;
- continued performance of ageing equipment; or
- equipment beyond its economical service life.

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

14.6 Warranty does not cover:

- normal wear and tear;
- blocked drains;
- dirty filters;
- corrosion;
- power supply issues;
- lack of maintenance;
- environmental conditions;
- refrigerant leaks outside repaired areas; or
- third-party modifications.

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## 15. Consequential Loss

15.1 Buderim Air shall not be liable for:

- stock loss;
- food spoilage;
- business interruption;
- accommodation costs;
- travel costs;
- loss of profits;

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

15.2 The Client remains responsible for monitoring equipment operation following repairs.

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## 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 works and quotations without notice.

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## 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 Repair 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.