

BUDERIM AIR

General Terms & Conditions

1. Acceptance

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

1.2 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 applicable Buderim Air Terms & Conditions and Warranty Policies.

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

2. Quotations

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

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

2.3 Unless specifically included in writing, quotations exclude:

- electrical upgrades;
- switchboard upgrades;
- plumbing works;
- asbestos removal;
- builder's works;
- structural works;
- crane hire;
- scaffolding;
- after-hours works;
- permits and approvals; and
- rectification of hidden defects or pre-existing faults.

2.4 Buderim Air reserves the right to amend quotations where:

- site conditions differ from those visible during inspection;
 - hidden defects are identified;
 - additional works are required;
 - supplier pricing changes occur; or
 - incorrect information has been provided.
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3. Variations

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

3.2 Variations may arise due to:

- hidden services;
- concealed pipework;
- electrical non-compliance;
- access restrictions;
- structural limitations;
- drainage issues;
- corrosion;
- contamination;
- additional refrigerant requirements;
- unforeseen site conditions; or
- client-requested changes.

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

4. Access & Site Conditions

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

4.2 Additional charges may apply where:

- access is restricted;
- roof access is difficult;
- confined spaces are encountered;
- specialist access equipment is required;
- excessive dismantling is required; or
- unsafe conditions delay works.

4.3 Buderim Air reserves the right to suspend works where site conditions are considered unsafe.

5. Payment Terms

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

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

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

5.4 Deposits may be required prior to:

- ordering equipment or parts;
- scheduling works;
- after-hours works; or
- major installations.

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

- suspension of works;
- withholding of equipment or materials;
- 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.

6. Warranty

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

6.2 Manufacturer warranties are subject to manufacturer terms, conditions and application classifications.

6.3 Unless otherwise stated in writing:

- no warranty applies to refrigerant leak repairs or refrigerant loss; and
- repair works are limited to replacement parts warranty only where applicable.

6.4 Preventative servicing and maintenance reduce the likelihood of equipment failures but do not guarantee against future breakdowns, drain blockages, refrigerant leaks or equipment failure.

7. Limitation of Liability

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

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

7.2 Buderim Air shall not be liable for:

- stock loss;
- food spoilage;
- business interruption;
- accommodation costs;
- charter losses;
- loss of profits;
- consequential damages; or
- indirect losses arising from equipment failure, delays, drain blockages, refrigerant leaks or power supply issues.



CLASSIC SERVICES COMPANY PTY LTD ATF AC HOLDINGS

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ACN: 154 789 689

QBCC: 1230337

Refrigeration Trading Auth: AU29133

Electrical Contractors Licence: 77560

EMAIL: buderimair@gmail.com

WEB: www.buderimair.com.au

7.3 The Client remains responsible for:

- monitoring equipment operation;
- monitoring temperatures;
- protecting stock and products; and
- arranging ongoing maintenance.

8. Applicable Terms & Conditions

8.1 The applicable Buderim Air service-specific Terms & Conditions form part of this agreement.

8.2 Applicable Terms & Conditions may include:

- Air Conditioning Installation Terms & Conditions;
- Air Conditioning Repair Terms & Conditions;
- Refrigeration Repair & Installation Terms & Conditions;
- Preventative Maintenance & Service Terms & Conditions;
- Marine Refrigeration & Air Conditioning Terms & Conditions; and
- Short-Term Refrigeration Hire Terms & Conditions.

8.3 Current versions of all Terms & Conditions and Warranty Policies are available at: <https://buderimair.com.au/terms-and-conditions>
