

BUDERIM AIR

Marine Refrigeration & Air Conditioning Terms & Conditions

1. Definitions

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

1.2 "Client" means the vessel owner, operator, representative or entity requesting, approving or accepting works, services or goods supplied by Buderim Air.

1.3 "Works" means all marine refrigeration, marine air conditioning, electrical, diagnostic, repair, servicing, installation and associated works carried out by Buderim Air.

1.4 "Vessel" includes all boats, yachts, ships, commercial vessels, trailers and marine equipment attended by Buderim Air.

1.5 "Equipment" includes all marine refrigeration systems, marine air conditioning systems, compressors, condensers, evaporators, controllers, pumps, pipework, electrical components and associated equipment.

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 marine refrigeration and marine air conditioning works carried out by Buderim Air unless otherwise agreed in writing.

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:

- slipping or lifting of vessels;
- marina fees;
- hardstand fees;
- travel costs outside standard service areas;
- electrical upgrades;
- plumbing works;
- structural modifications;
- cabinetry removal or reinstatement;
- fibreglass repairs;
- corrosion rectification;
- refrigerant charges;
- crane hire;
- after-hours works; and
- builder's works.

3.4 Additional charges may apply where:

- access is restricted;
 - vessel layouts restrict access;
 - corrosion or contamination is identified;
 - additional faults are discovered; or
 - marine conditions differ from those visible during inspection.
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4. Marine Environment & Corrosion

4.1 Marine environments are highly corrosive and may significantly reduce equipment lifespan.

4.2 Buderim Air does not warrant against:

- corrosion;
- salt air deterioration;
- electrolysis;
- galvanic corrosion;
- vibration-related failures;
- moisture ingress;
- UV deterioration; or
- environmental deterioration caused by marine operating conditions.

4.3 The Client acknowledges that marine refrigeration and air conditioning systems operate in harsh environments and failures may occur despite servicing or repairs.

4.4 Equipment installed in marine environments requires regular servicing and maintenance to reduce corrosion-related failures.

5. Diagnostics & Repairs

5.1 Diagnostic procedures are limited to faults identifiable at the time of attendance and testing.

5.2 Buderim Air does not guarantee that all faults, leaks or failures will be identified during initial diagnostics.

5.3 Repairing one fault does not guarantee that additional faults will not become apparent during operation or after repairs are completed.

5.4 Buderim Air reserves the right to recommend replacement rather than repair where equipment is considered:

- heavily corroded;
- unreliable;
- obsolete;
- unsupported; or
- beyond economical repair.

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

5.6 Replacement parts supplied are subject only to the manufacturer's warranty applicable to those parts.

6. Refrigerant & Leak Repairs

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

6.2 Marine refrigeration systems may contain multiple leaks or hidden defects not identifiable during initial testing or attendance.

6.3 Buderim Air does not guarantee that all refrigerant leaks will be identified during a single attendance or repair process.

6.4 Unless otherwise stated in writing, no warranty applies to refrigerant leak repairs or refrigerant loss.

6.5 Buderim Air is not responsible for:

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

7. Vessel Access & Site Conditions

7.1 The Client must provide safe and reasonable access to the Vessel and Equipment.

7.2 Additional charges may apply where:

- access is restricted;
- excessive dismantling is required;
- confined spaces are encountered;
- vessel movement delays works;
- marina restrictions apply;
- after-hours access is required; or
- specialist access equipment is required.

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

8. Electrical Supply & External Factors

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

- unstable shore power;
- generator faults;
- inverter faults;
- battery issues;
- voltage fluctuations;
- phase imbalance;
- electrolysis;
- external electrical interference; or
- pre-existing vessel electrical defects.

8.2 Electrical upgrades or vessel wiring rectification are excluded unless specifically included in writing.

9. Client Responsibilities

9.1 The Client remains responsible for:

- monitoring equipment operation;
- monitoring temperatures;
- maintaining safe electrical supply;
- maintaining unrestricted airflow;
- arranging routine servicing;
- monitoring seawater flow where applicable; and
- promptly reporting faults.

9.2 The Client must ensure:

- seawater strainers are maintained;
- cooling water systems remain operational;
- ventilation openings remain unobstructed; and
- Equipment is operated within design parameters.

10. Breakdown Attendance

10.1 Breakdown attendance is subject to:

- technician availability;
- marina accessibility;
- weather conditions;
- vessel accessibility;
- safety conditions; and
- parts availability.

10.2 Buderim Air does not guarantee response times unless specifically agreed in writing.

10.3 Emergency breakdown attendance and after-hours attendance may incur additional charges.

11. Consequential Loss

11.1 Buderim Air shall not be liable for:

- spoilage;
- stock loss;
- charter losses;
- accommodation costs;
- business interruption;
- fuel costs;
- loss of profits;
- consequential damages; or
- indirect losses arising from equipment failure or delays.

11.2 The Client remains solely responsible for monitoring refrigeration and air conditioning system operation aboard the Vessel.

12. Payment Terms

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

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

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

12.4 Deposits may be required prior to:

- ordering parts;
- booking vessel attendance;
- marina attendance;
- after-hours works; or
- major installations.

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

- suspension of works;
- withholding of 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.

13. Ownership & PPSR

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

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

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

14. Warranty

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

14.2 Marine equipment manufacturer warranties are subject to individual manufacturer terms and conditions.

14.3 Marine environments may reduce manufacturer warranty coverage depending on operating conditions and maintenance history.

14.4 Warranty does not cover:

- corrosion;
- electrolysis;
- vibration damage;
- seawater contamination;
- blocked seawater systems;
- moisture ingress;
- lack of maintenance;
- electrical supply issues;
- environmental deterioration; or
- third-party modifications.

15. General

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

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

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

16. Acceptance

16.1 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.

16.2 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 these Marine Refrigeration & Air Conditioning Terms & Conditions.

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