

## BUDERIM AIR

### Preventative Maintenance & Service 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 preventative maintenance or servicing works from Buderim Air.

1.3 "Equipment" includes all air conditioning systems, refrigeration systems, cool rooms, freezer rooms, ventilation systems, controllers, condensers, evaporators, compressors and associated mechanical equipment serviced by Buderim Air.

1.4 "Preventative Maintenance" means scheduled inspection, testing, servicing, cleaning and maintenance works intended to assist in maintaining system reliability, efficiency and performance.

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#### 2. Service Term

2.1 These Terms & Conditions apply to:

- one-off preventative maintenance services;
- scheduled maintenance visits;
- recurring maintenance agreements;
- annual servicing;
- chemical cleaning services; and
- ongoing preventative maintenance programs provided by Buderim Air.

2.2 Where preventative maintenance is provided on a recurring basis, the Agreement shall continue until terminated by either party in accordance with these Terms & Conditions.

2.3 Either party may terminate an ongoing maintenance agreement by providing thirty (30) days written notice.

2.4 Buderim Air reserves the right to suspend or terminate ongoing maintenance services where:

- accounts become overdue;
  - site conditions are unsafe;
  - equipment is altered by others without notification; or
  - the Client breaches these Terms & Conditions.
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#### 3. Scope of Preventative Maintenance & Servicing

3.1 Preventative maintenance or servicing may include:

- inspection of refrigeration and air conditioning system operation;
- temperature checks;
- controller checks;
- refrigerant operating checks;
- condenser coil cleaning where accessible;
- evaporator inspections;
- drain inspections;
- filter cleaning where accessible;
- fan motor inspections;
- electrical connection inspections;
- current draw checks;
- inspection of door seals and hardware;
- reporting of faults identified during servicing; and
- general preventative maintenance tasks relevant to the equipment.

3.2 The scope of maintenance services varies depending on:

- equipment type;
- site conditions;
- maintenance schedule;
- operating environment; and
- the agreed service level.

3.3 Preventative maintenance and servicing are intended to assist in maintaining system efficiency, reliability and performance. Servicing reduces the likelihood of unexpected failures but does not guarantee that equipment failures or breakdowns will not occur.

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#### 4. Exclusions

4.1 Unless specifically included in writing, preventative maintenance and servicing do not include:

- major repairs;
- refrigerant leak repairs;
- refrigerant charges;
- compressor replacements;
- electrical upgrades;
- plumbing works;
- drain replacements;
- building repairs;
- after-hours attendance;
- emergency breakdown repairs;
- crane hire;
- scaffolding;
- specialist access equipment;
- consumable replacement parts; or
- rectification of pre-existing faults.

4.2 Repair works identified during servicing will be quoted separately unless otherwise agreed in writing.

4.3 Buderim Air does not guarantee:

- uninterrupted operation;
- prevention of equipment failures;
- prevention of refrigerant leaks;
- exact operating temperatures under all conditions;
- elimination of breakdowns; or
- prevention of stock loss or product spoilage.

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#### 5. Service Frequency

5.1 Service visits may be performed:

- as one-off services;
- annually;
- periodically; or
- under ongoing preventative maintenance agreements.

5.2 Service frequencies under ongoing agreements may vary depending on:

- equipment type;
- operating conditions;
- environmental conditions;
- manufacturer recommendations;
- runtime; and
- site usage.

5.3 Buderim Air reserves the right to recommend increased maintenance frequencies where equipment condition or operating conditions require additional servicing.

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#### 6. Breakdown Response

6.1 Maintenance agreement clients may receive priority scheduling for breakdown attendance where practical.

6.2 Breakdown attendance remains subject to:

- technician availability;
- site accessibility;
- weather conditions;
- safety conditions;
- parts availability; and
- workload demands.

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

6.4 After-hours attendance, emergency attendance and additional labour may incur additional charges unless otherwise stated in writing.

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## 7. Client Responsibilities

7.1 The Client remains responsible for:

- monitoring equipment operation;
- monitoring temperatures;
- protecting stock and products;
- monitoring alarm systems;
- maintaining safe electrical supply;
- maintaining unrestricted airflow;
- maintaining safe access to equipment; and
- promptly reporting faults or abnormal operation.

7.2 The Client must ensure:

- condensers remain unobstructed;
- evaporators remain unobstructed;
- doors and access panels are operated correctly;
- equipment is not overloaded; and
- systems are operated within design parameters.

7.3 Failure to properly operate or maintain equipment may contribute to equipment failure and void manufacturer warranties.

7.4 The Client acknowledges that condensate drains may block over time due to:

- dirt buildup;
- dust;
- algae growth;
- insects;
- vermin;
- environmental conditions;
- building movement; or
- ongoing system operation.

7.5 Preventative maintenance or servicing reduces the likelihood of drain blockages but does not guarantee drains will remain clear following servicing.

7.6 Buderim Air shall not be liable for:

- drain blockages occurring after servicing;
- water leaks;
- overflow damage;
- ceiling damage;
- wall damage;
- flooring damage;
- mould;
- moisture damage; or
- consequential losses arising from future drain blockages after attendance or servicing completion.

7.7 Ongoing monitoring and maintenance of condensate drains remains the responsibility of the Client following completion of servicing works.

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## 8. Refrigeration Monitoring & Alarms

8.1 Monitoring systems, alarm systems and remote notifications are assistance tools only.

8.2 Buderim Air does not guarantee uninterrupted monitoring or alarm functionality.

8.3 Alarm systems and remote monitoring may be affected by:

- internet outages;
- mobile network failures;
- power outages;
- sensor faults;
- controller faults;
- software faults; or
- third-party communication failures.

8.4 The Client remains solely responsible for independently monitoring refrigeration and air conditioning equipment operation.

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## 9. Additional Repairs & Quotations

9.1 Faults identified during preventative maintenance or servicing may require additional repair works.

9.2 Additional repairs, parts and labour outside the preventative maintenance scope will be quoted separately unless otherwise agreed in writing.

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

- obsolete;
  - unsupported;
  - unreliable;
  - heavily corroded; or
  - beyond economical repair.
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## 10. Access Requirements

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

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

- roof access difficulties;
  - restricted plant rooms;
  - excessive ceiling temperatures;
  - vermin or pests;
  - multi-storey access;
  - crane requirements;
  - scaffolding requirements; or
  - specialist safety requirements.
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10.3 Buderim Air reserves the right to suspend works where site conditions are unsafe.

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## 11. Payment Terms

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

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

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

11.4 Buderim Air reserves the right to suspend preventative maintenance or servicing where accounts become overdue.

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

- suspension of maintenance services;
  - cancellation of scheduled visits;
  - 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.
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## 12. Limitation of Liability

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

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

12.2 Buderim Air shall not be liable for:

- stock loss;
- food spoilage;
- loss of product;
- business interruption;
- loss of profits;
- accommodation costs;
- consequential damages; or
- indirect losses arising from equipment failure, delays or breakdowns.

12.3 Preventative maintenance and servicing are not insurance policies and do not guarantee against unexpected equipment failure.

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### 13. Warranty

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

13.2 Preventative maintenance and servicing do not extend manufacturer warranty periods unless specifically stated by the manufacturer.

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

13.4 Replacement parts supplied during servicing or maintenance works are subject only to the manufacturer's warranty applicable to those parts.

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### 14. General

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

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

14.3 Buderim Air reserves the right to amend these Terms & Conditions for future agreements and services without notice.

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### 15. Acceptance

15.1 Acceptance of the quotation, approval to proceed, issue of purchase order, electronic acceptance or commencement of servicing constitutes acceptance of these Terms & Conditions.

15.2 The Client acknowledges that they have:

- reviewed the preventative maintenance or service proposal;
- had the opportunity to seek clarification;
- accepted the service scope;
- accepted the payment terms; and
- accepted the Buderim Air Preventative Maintenance & Service Terms & Conditions and Buderim Air Warranty Terms & Conditions.

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