

BUDERIM AIR

Refrigeration Repair & 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 refrigeration diagnostics, repairs, servicing, installations, commissioning, refrigerant works, electrical works and associated services carried out by Buderim Air.
 - 1.4 "Equipment" includes all refrigeration systems, cool rooms, freezer rooms, refrigeration machinery, compressors, condensers, evaporators, pipework, controllers, electrical components and associated equipment.
 - 1.5 "Practical Completion" means the stage at which the installed or repaired system is operational and capable of normal use, notwithstanding minor defects or omissions which do not materially affect operation.
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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 refrigeration repair, installation and associated 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. 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;
- crane hire;
- scaffolding;
- traffic control;
- after-hours works;
- plumbing upgrades;
- stormwater upgrades;
- structural works;
- builder's works;
- permits or approvals;
- product relocation;
- temporary refrigeration systems; and
- stock handling or storage.

- 3.4 Buderim Air reserves the right to amend quotations where:

- additional faults are identified;
 - hidden defects are discovered;
 - equipment condition differs from initial inspection;
 - additional refrigerant is required;
 - site conditions differ from those visible during inspection; or
 - supplier pricing changes prior to acceptance.
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4. Refrigeration System Operation

- 4.1 Refrigeration systems operate under varying conditions including:

- ambient temperatures;
- product loads;
- door openings;
- humidity;
- operating practices;
- ventilation conditions; and
- equipment runtime.

4.2 Buderim Air does not guarantee:

- specific pull-down times;
- exact room temperatures under all operating conditions;
- product temperatures;
- humidity control; or
- performance outside design operating conditions.

4.3 System performance may be affected by:

- overloading;
- poor airflow;
- blocked condensers;
- excessive door openings;
- warm product loading;
- inadequate ventilation;
- building deficiencies; or
- environmental conditions.

4A. Cold Room & Freezer Room Construction

4A.1 Unless specifically included in writing, Buderim Air does not provide:

- structural engineering;
- slab design;
- waterproofing certification;
- architectural certification;
- builder's works;
- council approvals; or
- building certification.

4A.2 The Client is responsible for ensuring:

- suitable slab tolerances;
- adequate structural support;
- suitable drainage;
- waterproofing;
- ventilation;
- traffic suitability; and
- building compliance for the intended application.

4A.3 Buderim Air shall not be responsible for:

- slab movement;
- structural movement;
- panel movement caused by building movement;
- door misalignment caused by slab settlement;
- condensation caused by building design;
- moisture ingress external to supplied works;
- flooring wear;
- forklift damage;
- impact damage;
- pallet jack damage;
- third-party damage; or
- damage occurring after practical completion.

4A.4 Freezer floors, insulated panel floors and epoxy-coated flooring systems are subject to wear depending on:

- traffic loads;
- pallet jack use;
- forklift use;
- operating temperatures;
- impact damage; and

- maintenance practices.

4A.5 The Client is responsible for maintaining:

- sealants;
- door seals;
- flooring finishes;
- traffic protection systems; and
- general room condition following practical completion.

4A.6 Buderim Air does not warrant:

- existing building structures;
- existing slabs;
- existing drainage systems;
- existing waterproofing systems; or
- works carried out by third parties.

5. Client Monitoring Responsibilities

5.1 The Client remains solely responsible for:

- monitoring room temperatures;
- monitoring product temperatures;
- protecting stock and product;
- monitoring alarms and notifications;
- responding to temperature issues;
- ensuring systems remain operational; and
- arranging backup procedures where required.

5.2 Buderim Air does not provide continuous monitoring services unless specifically agreed in writing.

5.3 Alarm systems, monitoring systems and remote notifications are assistance tools only and may be affected by:

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

5.4 The Client must independently verify refrigeration system operation regardless of alarm or monitoring systems installed.

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 Due to the nature of refrigeration systems, Buderim Air does not warrant refrigerant leak repairs unless otherwise stated in writing.

Additional leaks, corrosion, vibration failures, pipe deterioration or hidden defects may become apparent following repair works or system operation.

6.4 Buderim Air is not responsible for:

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

6.5 Refrigerant charges are additional unless specifically included in writing.

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

6.7 Refrigeration systems may contain multiple leaks or hidden defects not identifiable during initial testing or attendance.

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

7. Food Safety & Stock Loss

7.1 The Client remains solely responsible for:

- food safety compliance;
- HACCP compliance;
- stock monitoring;
- stock protection;
- product rotation;
- temperature logging; and
- management of stored goods.

7.2 Buderim Air shall not be liable for:

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

7.3 The Client acknowledges that refrigeration equipment may fail unexpectedly despite servicing, repairs or maintenance.

8. Temperature Monitoring & Alarms

8.1 Temperature monitoring systems and alarm systems are assistance devices only.

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

8.3 The Client remains responsible for independently monitoring refrigeration equipment and responding appropriately to alarms or temperature fluctuations.

8.4 Buderim Air shall not be liable for losses arising from:

- alarm failures;
- missed notifications;
- communication outages;
- sensor inaccuracies;
- controller faults; or
- delayed responses to alarms.

9. Emergency Breakdown Services

9.1 Emergency breakdown attendance is subject to:

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

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

9.3 Temporary repairs may be performed where:

- parts are unavailable;
- systems are heavily deteriorated;
- access is limited; or
- full repairs are not immediately practical.

9.4 Temporary repairs are intended only to restore limited operation and do not guarantee ongoing reliability.

10. Existing Equipment & Repairs

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

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

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

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

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

10.5 Buderim Air reserves the right to recommend replacement where equipment is considered:

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

11. Electrical & External Factors

11.1 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.

11.2 Electrical upgrades or rectification works are excluded unless specifically included in writing.

12. Access & Site Conditions

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

12.2 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.

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

13. Variations

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

13.2 Variations may arise due to:

- hidden faults;
- inaccessible areas;
- contaminated systems;
- electrical non-compliance;

- refrigerant contamination;
- additional refrigerant requirements;
- hidden pipework defects;
- client-requested changes; or
- unforeseen site conditions.

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

14. Payment Terms

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

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

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

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

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

14.5 Buderim Air reserves the right to suspend approved trading terms where accounts become overdue.

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

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

14.7 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.

15. Ownership of Goods & PPSR

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

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

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

16. Limitation of Liability

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

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

16.2 Buderim Air shall not be liable for:

- stock loss;
- food spoilage;
- loss of product;
- production losses;
- business interruption;
- loss of profits;
- accommodation costs;

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

17. Warranty

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

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

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

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

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

17.6 Warranty does not cover:

- normal wear and tear;
- blocked drains;
- dirty condensers;
- lack of maintenance;
- corrosion;
- contamination;
- power supply issues;
- environmental conditions;
- refrigerant leaks outside repaired areas; or
- third-party modifications.
- slab movement;
- structural movement;
- flooring wear;
- forklift damage;
- pallet jack damage;
- impact damage;
- moisture ingress external to supplied works; or
- third-party damage following practical completion.

18. General

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

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

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

19. Acceptance

19.1 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.

19.2 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 Refrigeration Repair & Installation Terms & Conditions and Buderim Air Warranty Terms & Conditions.

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