

BUDERIM AIR

Warranty 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 air conditioning, refrigeration, ventilation, electrical, repair, maintenance, servicing, installation, commissioning and associated works carried out by Buderim Air.
 - 1.4 "Equipment" includes all units, systems, components, accessories, controls, controllers, ductwork, pipework, fittings, fabricated components and materials supplied or installed by Buderim Air.
 - 1.5 "Manufacturer Warranty" means the warranty provided directly by the manufacturer of the equipment supplied.
 - 1.6 "Workmanship Warranty" means the warranty provided by Buderim Air relating to installation labour and workmanship only.
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2. Australian Consumer Law

- 2.1 Nothing in these terms excludes, restricts or modifies any rights or remedies the Client may have under the Competition and Consumer Act 2010 or Australian Consumer Law.
 - 2.2 Where permitted by law, Buderim Air's liability is limited to:
 - repair of the goods;
 - replacement of the goods;
 - resupply of the services; or
 - reimbursement of the cost of repair or replacement.
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3. Air Conditioning Manufacturer Warranty

- 3.1 Air conditioning equipment supplied by Buderim Air is subject to the individual manufacturer's warranty terms and conditions.
- 3.2 Unless otherwise stated by the manufacturer, standard air conditioning manufacturer warranty periods are generally:

Cooling Comfort Applications

Five (5) year manufacturer parts and labour warranty on selected air conditioning systems used for human comfort conditioning applications including, but not limited to:

- residential dwellings;
- offices;
- retail spaces;
- accommodation;
- classrooms;
- waiting rooms; and
- general occupied spaces.

Process Cooling & Commercial Applications

Two (2) year manufacturer parts and labour warranty on air conditioning equipment used for process cooling or refrigeration-related applications including, but not limited to:

- industrial process cooling; or
- non-human comfort conditioning applications.

3.3 Manufacturer warranty periods may vary depending on:

- manufacturer;
- product type;
- application type;
- operating conditions;
- environmental conditions; and
- maintenance history.

3.4 Buderim Air does not independently warrant manufacturer equipment beyond the manufacturer's stated warranty coverage.

3.5 Buderim Air may act as an authorised warranty repair agent for selected manufacturers and brands only.

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

3.7 Manufacturer warranty coverage is conditional upon the equipment being:

- properly operated;
 - regularly maintained;
 - operated within manufacturer specifications; and
 - maintained in accordance with manufacturer recommendations and Australian Standards.
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4. Refrigeration & Mechanical Equipment Manufacturer Warranty

4.1 Refrigeration systems, refrigeration machinery, cool room equipment, freezer equipment, compressors, condensers, evaporators, controllers and associated mechanical equipment supplied by Buderim Air are subject to the individual manufacturer's warranty terms and conditions.

4.2 Warranty periods on refrigeration and mechanical equipment vary depending on:

- manufacturer;
- application type;
- operating conditions;
- environmental conditions;
- runtime;
- maintenance history; and
- equipment classification.

4.3 Unless otherwise stated in writing, refrigeration and mechanical equipment warranty is limited strictly to the manufacturer's warranty coverage supplied with the product.

4.4 Buderim Air does not independently extend manufacturer warranty periods on refrigeration or mechanical equipment.

4.5 Manufacturer warranty may become void where:

- preventative maintenance is not completed;
- systems are contaminated;
- airflow is restricted;
- condensers are blocked;
- refrigerant contamination occurs;
- moisture or acid contamination occurs;
- systems are operated outside design conditions;
- equipment is exposed to corrosive environments;
- unauthorised modifications are made; or
- repairs are carried out by unauthorised persons.

5. Installation & Workmanship Warranty

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

5.2 Ancillary installation components may include, but are not limited to:

- control wiring;
- ducting;
- pipework;
- condensate drains;
- brackets;
- mounting components;
- return air grilles;
- diffusers;
- dampers;
- zone motors;
- thermostats;
- fabricated components; and
- installation accessories supplied by Buderim Air.

5.3 The workmanship warranty applies only to defects directly arising from Buderim Air's installation workmanship.

5.4 The workmanship warranty does not apply to:

- customer-supplied equipment or materials;
- existing ductwork;
- existing electrical infrastructure;
- pre-existing defects;
- building movement;
- environmental conditions;
- condensation caused by humidity or building design; or
- third-party modifications.

5.5 Workmanship warranty does not extend or restart due to:

- warranty attendance;
- replacement parts;
- repairs; or
- additional works.

6. Repair Warranty

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

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

6.3 Buderim Air does not warrant:

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

6.4 Repairing one fault does not guarantee that additional faults will not become apparent once the system is fully operational.

6.5 Diagnostic procedures and repair works are based on faults identifiable at the time of attendance only.

6.6 Refrigerant leak repairs are warranted only on the repaired section and not the entire refrigeration or air conditioning system.

6.7 No warranty applies where:

- additional leaks develop elsewhere;
- corrosion exists;
- pipework deterioration exists;
- systems are contaminated;
- systems are improperly maintained; or
- systems have been tampered with by others.

6.8 Where repair works are completed on ageing, damaged or previously repaired systems, Buderim Air does not guarantee the future reliability, efficiency or lifespan of the equipment.

7. Warranty Exclusions

Unless required under Australian Consumer Law, warranty does not cover:

7.1 Normal Maintenance & Wear

- routine servicing;
- filter cleaning;
- consumable items;
- batteries;
- drain cleaning;
- fair wear and tear; or
- cosmetic deterioration.

7.2 Environmental Damage

- corrosion;
- coastal conditions;
- chemical exposure;
- storm damage;
- flooding;
- lightning;
- fire;
- vermin;
- insects;
- animals; or
- foreign material contamination.

7.3 Electrical Supply Issues

- power surges;
- brownouts;
- voltage fluctuations;
- generator faults;
- phase imbalance;
- external interference; or
- unstable power supply.

7.4 Improper Use or Operation

- misuse;
- neglect;
- accidental damage;
- operation outside manufacturer specifications;
- inadequate maintenance;
- blocked drains;
- restricted airflow;
- blocked coils;
- dirty filters;
- unauthorised modifications;
- third-party repairs; or
- relocation of equipment from the original installation site.

7.5 Building & Access Related Costs

- crane hire;
- scaffolding;
- traffic control;
- roof access systems;
- after-hours access;
- restricted access;
- making equipment accessible or safe to access; or
- rectification of painting, plastering, rendering, carpentry or decorative finishes unless directly caused by Buderim Air negligence.

7.6 Condensation & Moisture Related Issues

- high humidity conditions;
- building design;
- inadequate insulation;
- poor ventilation;
- client-supplied ductwork;
- open windows or doors;
- building air leakage; or
- environmental conditions outside system design parameters.

8. Access & Attendance Costs

8.1 Warranty attendance is conducted during normal business hours unless otherwise agreed.

8.2 Additional charges may apply for:

- remote travel;
- after-hours attendance;
- restricted access;
- crane hire;
- lifting equipment;
- scaffolding;
- traffic control;
- roof safety systems; or
- specialist access requirements.

8.3 The Client is responsible for providing safe and reasonable access to equipment at all times.

9. Client Responsibilities

9.1 The Client must:

- operate equipment in accordance with manufacturer instructions;
- ensure systems are routinely maintained;
- regularly clean or replace filters;
- maintain unrestricted airflow around equipment;
- ensure condensate drains remain clear;
- monitor equipment operation;
- maintain safe and compliant electrical supply;
- maintain corrosion protection where required; and
- promptly report faults when they become apparent.

9.2 Failure to properly maintain equipment may void warranty coverage.

10. Consequential Loss

10.1 Buderim Air shall not be liable for:

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

10.2 Clients remain responsible for independently monitoring refrigeration and air conditioning equipment operation.

11. Warranty Claims

11.1 Warranty claims must be reported to Buderim Air as soon as practical after the fault becomes apparent.

11.2 Buderim Air must be given reasonable opportunity to inspect and assess the fault before repairs are undertaken by others.

11.3 Buderim Air reserves the right to:

- repair;
- replace; or
- credit
the defective component or workmanship at its discretion.

11.4 Any works carried out by unauthorised persons without prior written approval may void warranty coverage.

12. General

12.1 Warranty periods commence from the date of practical completion or commissioning.

12.2 These Warranty Terms & Conditions apply in conjunction with Buderim Air's Terms & Conditions of Trade.

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