

Air DC (ABN) – TERMS AND CONDITIONS

Important Information, Terms & Warranty Clauses

1. Warranty

- (a) Unless otherwise stated, all new units supplied come with a 5 year manufacturer's warranty which covers the physical air conditioning unit. It is important to note that this warranty is subject to the warranty terms of the individual manufacturers, which can be found on their relevant website. Air DC will assist with lodgement of warranty claims, however the warranty does lie with the manufacturer and not Air DC (Qld).
- (b) To the extent required by statute and as set out in Australian Consumer Law, Air DC (Qld) does also offer a 2 year "installers" warranty issued by Air DC (Qld). This warranty includes workmanship related issues and any supporting accessories used in the install of the unit.
- (c) Exclusions on warranties include items such as, but not limited to; user error, Storm/Fusion, vermin and pests entering the system, third party damage, weather damage and in the event the system is not serviced and maintained at regular intervals by the owner. If any issues arise as a result of systems not being serviced regularly, then warranty is likely voided and any cost incurred for any follow up investigation and repairs invoiced onto the owner.
- (d) To confirm, Air DC does not warrant to repair any of the following, but not limited to, defects:
 - i. Faults caused by failure of a client to properly maintain the system in accordance with instructions provided by Air DC and manufacturer;
 - ii. Misuse/damage/user error by occupant/client
 - iii. Fusion Damage (from storms or power strikes/disruption);
 - iv. Pest/Gecko/Vermin damage;
 - v. Other third party/severe weather events.
- (e) In the event that a warranty claim is lodged with Air DC, we will send a service technician to investigate. In the event the system is not covered/excluded, then costs will apply for the works required. This is to cover the investigation and the report for repair of the system.
- (f) Should a client become aware of a defect in Air DC's work, the client must notify Air DC of the defect in writing within thirty (30) days of noticing and that this shall be considered a reasonable time.

2. Further Repairs

- (a) Due to the construction of Air Conditioners and their complex part structures, there are sometimes further parts that have failed from what was originally advised and quoted. As a result, occasionally further works are required and are out of Air DC's control.

- (b) Whilst all care is taken in initial fault finding, there are some downstream parts that cannot be operationally tested until the initial works are completed. These may include printed circuit boards. In the event this does occur, then the cost of the initial repair will need to be charged, along with the costs of further follow up repairs for additional parts and labour to complete repairs.
- (c) Air DC discloses this information openly, so that clients are advised and acknowledge the risks associated with the repairs of Air Conditioners and costs incurred, will be payable.

3. Quoting

Air DC offers free quotes for the new installation and replacement of systems. Air DC does NOT offer free quotes for the repairs of systems, as the fault finding and testing required qualified technicians to work and test the system. For a current schedule of rates, and more information, please contact Air DC.

4. Fault Identifications

Our routine maintenance servicing offers do not include the rectification of additional faults found, nor are they an assurance the system will be returned to working order in our service pricing. In the event routine servicing, or any other works have commenced but a fault is found with the system, the job will turn to a fault identification and costs incurred for the testing and reporting on the unit.

5. Patching and Painting

During replacements, it is possible that following our works "patching and painting" will be required by your building contractor due to the size difference between the new style modern indoor units. These are more than often larger than the new units. It is also possible that, depending on the original install method, that we are required to cut access panels into the walls to re-run the piping (old piping cannot be re-used). We will take all care to avoid, however in the event this does occur/is required, we do advise that works have not been allowed for in our quote and are best performed by your maintenance contractor.

6. Deposit & Payment Terms

To secure bookings, we may require a 50% deposit. Upon acceptance, we will raise a 50% deposit invoice for payment and send this through for processing. Following installation, the remaining balance will be issued with 14 day payment terms.

7. Body Corporate Approval

The client is responsible for ensuring that all body corporate or site specific approvals are approved and granted prior to Air DC (Qld) attending site. In the event BC approval has not been granted and works are started then delayed, costs will be incurred to cover the cost of such delays.

8. Delays

Air DC acknowledges that, in particular during summer, the delays may occur on the supply of parts, units or labour to complete works. Air DC takes all steps to reduce any lead times however accepts no liability for any compensation claims caused by this downtime or any delays.

9. Asbestos

Unless otherwise stated, no allowance has been made to handle/remove or work with Asbestos on this job. If you are aware of any asbestos we ask you please advise as early as possible. In the event Asbestos is encountered for either PPE & safe handling or a sub contractor in order to remove asbestos. This will incur additional costs.

10. Electrical Upgrades

Unless otherwise stated, no allowance has been made for any electrical upgrades such as incoming mains, switchboard or network upgrades. In the event these are required, an additional quote will be submitted additionally for these works.

11. Unforeseen Events & Findings

Due to the nature of the works completed, there are times where there are unforeseen events and issues that are found upon commencing works. Air DC reserves the right to cancel jobs, resubmit quotes, submit variation claims or re-submit jobs in order to cover unforeseen events that change the scope of the jobs materially.

12. Heavy Cleaning Charges & Filter Media

In the event that Air DC finds an existing system which has a heavy coating of mould or debris and/or has not been serviced on a regular basis, then additional cleaning costs may be incurred. For split systems this will be charged at \$88 per system. For ducted systems, should the filter media require replacement, an additional \$55 will be incurred.

13. Access

To complete repairs, servicing or installations, Air DC will require clear and unhindered access to the work area in order to complete these works safely and effectively. In the event delays are caused as a result of unclear access or need to move items, additional costs may be incurred or the job cancelled until such time access is available.

14. Retention of Title

- (a) Title of the goods does not pass to the Applicant until the Applicant has made payment in full for the goods and, further, until the Applicant has made payment in full of all the other money owing by the Applicant to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).
- (b) Whilst the client has not paid for the goods supplied in full at any time, the client agrees that property and title in the goods will not pass to the client and Air DC will retain the legal and equitable title in those goods supplied and not yet sold.

15. Privacy Act

Air DC and the client agrees to the terms of the Privacy Statement pursuant to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 contained in this document.