



Standard Terms and Conditions of Sale & Service for Coastal Air & Electric Pty Ltd.

1. Incorporation

These conditions govern every contract for the sale of Goods and/or the provision of Services by Coastal Air & Electric Pty Ltd to the Customer. They constitute all the Terms and Conditions agreed between them to the exclusion of all other Terms and Conditions.

No modification to these Conditions, whether put forward in the Customer's purchase order or otherwise shall bind Coastal Air & Electric Pty Ltd unless agreed to in writing by its authorized employee. All quotes or tenders issued by Coastal Air & Electric Pty Ltd are subject to these Terms and Conditions.

These Conditions supersede any Terms and Conditions, which have previously governed contracts for the sale of Goods and Services by Coastal Air & Electric Pty Ltd to the Customer.

2. Payment

The terms of payment to Coastal Air & Electric Pty Ltd are as follows:

- a) for the supply and **installation of electrical items and air conditioning units** payment is strictly 7 (seven) days from the date of invoice;
- b) for the provision of **service payment** is strictly 7 (seven) days from the date of invoice;

Failure to pay within agreed credit terms will automatically constitute a breach of Agreement by the Customer.

Without prejudice to any other remedy, Coastal Air & Electric Pty Ltd reserves the right to charge a default charge on any overdue payments.

If you fail to pay any amount that is due and payable under this Agreement, interest accrues at annualised rate of 18.5% from the day the payment becomes due. An Administration Fee of \$250 is payable if any amount is outstanding for more than 7 days past the due date,

You agree to pay Coastal Electric any costs associated with recovery of the unpaid amount (including, but not limited to, legal costs).

3. Quotations and Prices

Any quotation given by Coastal Air & Electric Pty Ltd is a mere invitation to treat and does not constitute a contractual offer. All quotations hold for 14 (fourteen) days after issue, however, Coastal Air & Electric Pty Ltd may withdraw a quotation at any time.

Prices included in the quotation are based on the specification, drawings and/or requests by the Customer. Should the specification or Customer's request change, then Coastal Air & Electric Pty Ltd reserve the right to vary the quotation price.

4. Coastal Air & Electric Pty Ltd's Warranty and Claims

Service under warranty shall only be available between the hours of 7.30am to 4.00pm Monday to Friday, and excludes public holidays. Warranty does not include routine maintenance service including filter cleaning, rectification of faults arising from power failure, misuse of equipment, lack of routine maintenance or operator error.

Warranty for the purpose of this clause is either:

- a) Installation warranty; a guarantee of workmanship and materials on new installations for a period of 60 (sixty) months whereby Coastal Air & Electric Pty Ltd will repair the product in the event of any defect,
- b) Service warranty; a guarantee of workmanship for service repair work for a period of 3 (three) months where the works will be performed again in the event of any defects associated with the initial service work.

All costs of freight and traveling expenses associated with making a claim under this warranty are to be paid by the Customer.

The Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a "major failure" and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a "major failure".

The benefits to you given by Coastal Air & Electric Pty Ltd's warranty are in addition to other rights and remedies that you may have under law in relation to the products to which this warranty relates.

Clause 8 applies to this warranty.

Warranty on new air conditioning units and new parts are subject to the manufacturer's warranty. However, where permissible by law, the customer must pay for all work undertaken in carrying out a repair if the manufacturer's assessment determines the claim does not fall within the manufacturer's warranty terms.

The Customer must provide proof of purchase to make a claim under any warranty.

5. Retention of Title

All equipment supplied and installed by Coastal Air & Electric Pty Ltd remains the property of the Company until all monies outstanding to the Company in connection with these Terms and Conditions have been paid.

In the event of a default by the Customer, then without prejudice to any other rights which Coastal Air & Electric Pty Ltd may have at law or under this contract:

a) Coastal Air & Electric Pty Ltd or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.

b) Coastal Air & Electric Pty Ltd may recover and resell the Goods;

i. If the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, Coastal Air & Electric Pty Ltd may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Coastal Air & Electric Pty Ltd and the Customer may be ascertained. Coastal Air & Electric Pty Ltd must promptly return to the Customer any Goods the property of the Customer and Coastal Air & Electric Pty Ltd is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.

ii. In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for Coastal Air & Electric Pty Ltd. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the Coastal Air & Electric Pty Ltd at the time of the receipt of such proceeds. The Customer will pay Coastal Air & Electric Pty Ltd such funds held in trust upon the demand of Coastal Air & Electric Pty Ltd.

6. Retention Money

Unless otherwise provided in writing, the purchaser shall not be entitled to retain any part of the purchase price by way of retention monies to guarantee satisfactory operation of the equipment supplied and installed.

7. Warranties

a) Coastal Air & Electric Pty Ltd's liability in respect of a breach of a consumer guarantee for any Goods not of a kind ordinarily acquired for personal, domestic or household use is limited, to the extent permissible by law and at Coastal Air & Electric Pty Ltd's option;

i. in relation to the Goods:

A. the replacement of the products or the supply of equivalent products;

B. the repair of the products;

C. the payment of the cost of replacing the products or of acquiring equivalent products; or

D. the payment of the cost of having the products repaired.

ii. in relation to the services:

A. the supply of the services again; or

B. the payment of the cost of having the services supplied again.

b) To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms and Conditions are excluded and Coastal Air & Electric Pty Ltd is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:

i. any increased costs or expenses;

ii. any loss of profit, revenue, business, contracts or anticipated savings;

iii. any loss or expense resulting from a claim by a third party; or

iv. any special, indirect or consequential loss or damage of any nature whatsoever caused by Coastal Air & Electric Pty Ltd's failure to complete or delay in completing the order to deliver the Goods.

c) Any claims to be made against Coastal Air & Electric Pty Ltd for incomplete installation or service must be lodged with Coastal Air & Electric Pty Ltd in writing within 7 (seven) days of the delivery or service date.

8. Indemnity

To the full extent permitted by law, the Customer will indemnify Coastal Air & Electric Pty Ltd and keep Coastal Air & Electric Pty Ltd indemnified from and against any liability and any loss or damage Coastal Air & Electric Pty Ltd may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms and Conditions by the Customer or its representatives.

9. Exclusions

The price agreed herein does not include any expense covering damage arising from hidden or unknown contingencies found at the job site: example – faults or deteriorations of the building structure, pre-existing conditions of the site, heritage or preservation orders, finding of hazardous substances and the like, unless specifically noted in the tender/quoted price.

This tender shall exclude the following items and it shall be the responsibility of the Customer to provide the same unless otherwise agreed in writing:

- the performing of any building work including (but not limited to) cutting holes, patching, painting, flashing, boxing in;
- furring in, plinths or platforms;
- metered electrical mains brought to a point adjacent to the equipment as required;
- alterations to the switchboard or existing mains supply;
- condensate drains brought to a point adjacent to the equipment as required;

10. General

a) These Terms and Conditions are to be construed in accordance with the laws from time to time in the State of Queensland and the Commonwealth of Australia.

b) These Terms and Conditions contain all of the Terms and Conditions of the contract between the parties and may only be varied by agreement in writing between the parties.

c) Any conditions found to be void, unenforceable or illegal may, to that extent be severed from these Terms and Conditions.

d) No waiver of any of these Terms and Conditions or failure to exercise a right or remedy by Coastal Air & Electric Pty Ltd will be considered to imply or constitute a further waiver by Coastal Air & Electric Pty Ltd of the same or any other term, condition, right or remedy.