



# ClimateLink Terms of Trade

## General

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- In these terms of trade the "Company" means Climate Link Pty Ltd.
- The "Customer" means the purchaser of goods and services.
- Any goods or services supplied or completed by the Company for the Customer will be supplied on these terms and conditions.
- Any purchases made by the Customer will be deemed to comply with these terms and conditions.

## Price

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- The Company's prices are exclusive of Goods and Services Tax unless otherwise stated, and the Customer is required to pay GST in addition to the price.
- The Company's prices are subject to alteration without notice and the price payable by the Customer for the Goods and Services ordered shall be the price ruling at the date the Goods and Services are received by the Customer.
- Labour costs include any time spent travelling to and from the workshop to the Customer, including any time taken to procure any materials and goods required for the job. Labour costs also include administrative work in relation to the job.

## Payment

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- Payment terms will be specified on each invoice. All accounts must be paid in full by the due date stated on the invoice (COD unless stated otherwise)
- The Company reserves the right to request payment for any goods and services prior to commencement of work.
- The Customer may not deduct, set off or withhold any amount from any money owing to the Company other than a prior approved retention.
- If full payment for any goods and/or services is not made to the Company by the due date for payment, then the Customer shall be in default and the Customer shall at the Company's discretion (and without affecting any other right the Company may have), pay default penalty interest of 5% per month on any amount outstanding to the Company.
- The Customer shall also be liable to pay all expenses and costs (including legal costs on a solicitor-client basis) in relation to the Company obtaining or attempting to obtain a remedy for the failure to pay.
- During any period of time while the Customer is in default on any account with the Company, the Company may suspend or withhold the provision of goods and services.

## Credit

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- The Company reserves the right to refuse credit.

## Orders

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- The issue of an order and or acceptance of a quotation from the Customer constitutes acceptance by the Customer of these terms, even if the contrary is stated in the Customer's orders or correspondence.

## Suspension or Cancellation

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- If the Customer requests suspension or cancellation of the work or supply of goods, the Company may increase the agreed price to cover any resulting extra expense resulting from the suspension or cancellation.

## Progress Claims

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- For all installation work a deposit is payable as per the quoted terms - normally 10% or 40%.
- Deposits are not re-fundable if the Customer has changed their mind or circumstances regarding the quoted works.
- For certain jobs, a 100% upfront payment may be required, particularly when specially acquired parts are necessary.
- Larger projects will attract further progress payments as per the quoted terms and are payable as per the progress invoice.

## Disputes

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- In the event that any part of an invoice is disputed the amount not in dispute will be paid promptly in accordance with the payment terms. Thereafter, the parties agree to use their best endeavours to promptly resolve any dispute or difference between them and the company may, at its option, require the customer to submit to mediation with the assistance of a qualified mediator.
- The Customer must advise the Company of any dispute relating to their invoice before the due date of the invoice.

## Quoted Work

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- Quotations are valid for 30 days from the date of quotation unless otherwise stated.
- Prices are valid at the date of quote but are subject to alteration after 30 days or until a supplier price varies, whichever comes earlier.
- Quotations exclude Goods and Services Tax, unless otherwise stated.
- Any quotes provided by the Company for the Customer are based on the cost at quotation date of materials, labour, rates of exchange, insurance, freight, duty, taxes and other cost items over which the Company has no control. Any increase in price caused by these factors will be added to the price and become payable by the purchaser unless the Company has agreed in writing to waive this provision.
- Any quotes issued by the Company that are affected by any price variations may require a price review, and increases caused by these variations may be passed on to the Customer.
- To avoid such price increases the Customer may be asked to purchase complete materials in advance to obtain quoted rates before a price increase.
- Quotations are inclusive of travel time and travel costs unless stated otherwise.
- All goods and services are subject to supplier availability and supplier price variation. If there is a substantial change, this will necessitate a price review.

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## Retentions

- The Customer must inform the Company at the time of acceptance of quote, the percentage of any retention they intend to hold back during the course of a contract.
- Retentions must be agreed upon in writing by the Company at the time of the Customer confirming acceptance of contract or quoted work.

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## Variations

- Variations will be invoiced on the progress payments in which they were carried out and will be due for payment as per the payment terms above.

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## Discount

- Any discount offers are subject to availability.

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## Property

- Ownership of the goods shall remain with the Company until payment in full has been received for them.
- The risk of theft or damage to any property delivered and/or installed by the Company shall transfer to the Customer upon completion of delivery and/or installation.
- Until payment is made for the goods, the Customer shall hold the goods as bailee for the Company.
- Any return of goods are subject to the item being in resalable condition and at the discretion of the Company.
- Any returns may attract a restocking fee
- The Company shall have the right at any time after payment is due, and not made, to enter premises occupied by the Customer and take possession of the goods. The Customer indemnifies the Company for all costs and expenses which the Company may incur in effecting recovery of possession and removal.
- If the Customer resells the goods or any part of them or if they have become constituent parts of any other goods sold by the Customer before payment is made to the Company for them, then the Customer shall ensure that it holds the sale proceeds for an account to the Company.
- If the Customer shall cease trading, be placed in receivership or liquidation, become bankrupt or permit the Customers goods to be taken in execution, or compound or make an arrangement with the Customers creditors then, in addition to, and without prejudice to, any other rights or remedies the Company might have, the following shall occur:
- All unpaid accounts in respect to the goods and services supplied by the Customer shall become immediately due and payable, and
- The provisions relating to the Company's right of entry, repossession and recovery of goods shall apply.

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## Health and Safety

- Any subcontractors contracted to the Company are required to comply with the Company's Health and Safety Policy. This is available for review on request.

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## Force Majeure

- The Company will not be liable for failure to meet its obligations if the failure is brought about by a force majeure circumstance (i.e. any event outside the Company's control).

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## Limitation of Liability

- The Company's liability for any loss, damage or expense arising out of the goods or services after services provided is limited at the Company's option to either:
  - replacing or repairing any part of the work which the Customer is entitled to reject; or
  - refunding the price of the work which the Customer is entitled to reject.
- The Company shall not be liable if:
  - the work has been altered or repaired by any party other than the Company; or
  - the work has been subject to excessive wear or tear, or improper or abnormal use or storage.
  - damage to the system or property occurs during works, due to pre-existing deficiencies, such as the age or condition of the system/property.
  - any damage is caused by condensation resulting from system usage."
- In any event, the Company will not be liable in respect of any claim unless the claim is notified to the Company within:
  - 7 days of the alleged defect becoming apparent; and
  - 12 months from the completion of works
  - The Company is given a reasonable opportunity to investigate the claim.

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## Warranty

- The Company offers a Material and Workmanship warranty as follows or as noted in the agreed quotation
  - All new domestic installations come with a 5-year warranty against defects arising from faulty workmanship and/or materials.
  - All new commercial installations come with a 12-month warranty against defects arising from faulty workmanship and/or materials.
  - Service and repairs come with a 12-month warranty ONLY on defects caused directly by the service/repair item itself.
  - Customer supplied material and units come with NO manufacturer's warranty.
  - 2<sup>nd</sup>-hand systems are installed with NO warrant.
  - Warranty does not cover any defects caused by normal wear and tear or maintenance issues such as blocked drains.
  - Warranty can be void if the system has not been serviced as recommended
  - Any access requirements that may be required for future servicing or repairs will be at the expense of the Customer