

Terms and Conditions

1. Definitions

In these Terms & Conditions:

- (a) **Australian Consumer Law** ("ACL") refers to the provisions as set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*;
- (b) **Credit Application** means any credit application form provided to the Customer by Reliable Air & Plumbing Solutions;
- (c) **Customer** means a person or entity ordering the Goods, as shown on the invoice, purchase order, or other document issued by Reliable Air & Plumbing Solutions;
- (d) **Goods** means those products listed on the written quotation, invoice or other document provided by Reliable Air & Plumbing Solutions to the Customer;
- (e) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended;
- (f) **GST** means the Goods and Services Tax as levied under the *GST Act*;
- (g) **Services** means any service listed on the written quotation, invoice or other document provided by Reliable Air & Plumbing Solutions to the Customer evidencing the order of those Services;
- (h) **Supply Date** means the date on which Reliable Air & Plumbing Solutions attempts delivery and/or supply of the Goods to the Customer's nominated address;
- (i) **PPSA** has the meaning as set out in *Personal Properties and Securities Act 2009 (Cth)*;
- (j) **Progress Claims** means a payment system where the Customer will pay Reliable Air & Plumbing Solutions for materials and works to be completed over the upcoming month, or for another period as agreed; and
- (k) **Reliable Air & Plumbing Solutions** means CCM Air Pty Ltd ACN 623 730 003 trading as Reliable Air & Plumbing Solutions ABN 31 314 640 317;

2. Application

- (a) These Terms & Conditions apply to any sale of Goods or supply of Services provided by Reliable Air & Plumbing Solutions to the Customer, unless expressly waived or varied by Reliable Air & Plumbing Solutions in writing.
- (b) Any order of Goods and/or the request for Services by the Customer or any payment made by the Customer, represents the Customer's unequivocal and irrevocable acceptance of these Terms & Conditions and acts as a legally binding contract between Reliable Air & Plumbing Solutions and the Customer.
- (c) These Terms & Conditions must be interpreted to comply with applicable Commonwealth and Victorian State legislation. If any clause does not comply with any such law, then that clause must be read to give as much effect as possible.

3. Quotations

- (a) Subject to clause 3(b), Reliable Air & Plumbing Solutions' written quotations must be accepted within 30 days of the date of issue, unless otherwise stated in writing on the quotation provided to the Customer.

4. Prices quoted are based on the cost of production and/or supply, and subject to reasonable change, which may occur due to increases in the costs of materials, or increased production costs.

5. Acceptance of Terms

- (a) Terms provided to the Customer by Reliable Air & Plumbing Solutions may be accepted by the Customer either verbally or in writing.
- (b) Notwithstanding clause 4(a) above, Reliable Air & Plumbing Solutions may request the Customer to sign a confirmation of acceptance of terms at any time.
- (c) The terms may be signed in any form as determined at the absolute discretion of Reliable Air & Plumbing Solutions, including by electronic signature.

6. Customers Instructions

- (a) Reliable Air & Plumbing Solutions' written quotation shall be deemed to correctly interpret the Customer's instructions.
- (b) In the absence of written instructions, Reliable Air & Plumbing Solutions shall not be liable to the Customer for any errors or omissions due to misinterpretation of verbal instructions.
- (c) Provided that Reliable Air & Plumbing Solutions correctly follows the Customer's written instructions, any alternations or additions to the Customer's order will alter the quotation and the Customer may be charged additional costs above the amount stated in the written quotations.

7. Outside work

If Reliable Air & Plumbing Solutions is required to obtain additional Goods or Services, then Reliable Air & Plumbing Solutions acquires these Goods and/or services as agent for the Customer and not as principal and will have no liability to the Customer in relation to the supply of those Goods and/or services. Any claim by the Customer in relation to the supply of those Goods and/or services must be made directly against the third party.

In the event that Reliable Air & Plumbing Solutions is required to obtain additional Goods and/or Services, the Customer will be required to pay a deposit of thirty (30) percent of the value of the total quoted value of the works, or such other amount as may be required by Reliable Air & Plumbing Solutions from time to time.

8. Suspension of Work

The suspension by the Customer of any work, for any reason whatsoever, for a period of fourteen (14) days entitles Reliable Air & Plumbing Solutions to payment in full for the portion of work completed and any work-in-progress.

9. Price

- (a) The order of precedence for determining the price for the Goods shall be:
 - (I) Reliable Air & Plumbing Solutions' current ruling price at the date of supply;
 - (II) the price shown on Reliable Air & Plumbing Solutions' invoice; and
 - (III) any written quotation given by Reliable Air & Plumbing Solutions.
- (b) Unless expressly stated on the written quotation or on Reliable Air & Plumbing Solutions' invoice, the price excludes:
 - (I) any delivery charge; and
 - (II) GST.

The Customer must pay these amounts in addition to, and at the same time as payment of the price.

10. Payment

- (a) Reliable Air & Plumbing Solutions shall invoice the Customer for the quoted value of the work plus any additional costs that have been incurred to enable the completion of the supply of Goods and Services in accordance with the Customer's requests and requirements.
- (b) Unless otherwise agreed with Reliable Air & Plumbing Solutions, all invoices shall be paid in cash on delivery, or prior to delivery of the Customer's ordered goods.
- (c) Reliable Air & Plumbing Solutions may at its sole discretion consent to payment by the Customer on a Progress Claims payment system. Progress Claims are payable on terms as agreed between Reliable Air & Plumbing Solutions and the Customer, but in lieu of agreement, monthly in advance.
- (d) All progress payments are determined in accordance with clause 8.

11. Interest & Charges

- (a) Reliable Air & Plumbing Solutions may charge the Customer: penalty interest at the rate that is 2% higher than the rate for the time being set by the *Penalty Interests Rates Act 1983* from the due date for payment until the date that all amounts due are received as clear funds by Reliable Air & Plumbing Solutions; and
- (b) any other amounts or fees incurred by Reliable Air & Plumbing Solutions as a consequence of late payment, including but not limited to fees accrued by the engagement of a debt collector or other professionals.

12. Credit

- (a) Reliable Air & Plumbing Solutions may, at its sole discretion, supply the Customer with the Goods on terms that do not require payment in full at the time of delivery. If Reliable Air & Plumbing Solutions does so, this clause applies.
- (b) If this clause applies, Reliable Air & Plumbing Solutions may:
 - (I) require the Customer to complete a Credit Application, in any form prescribed by Reliable Air & Plumbing Solutions, as a condition of providing or extending credit;
 - (II) withdraw, suspend or vary the conditions of credit at any time;
 - (III) set and vary credit limits for Customers from time to time; and
 - (IV) require the Customer to make a payment on or prior to delivery or supply of Goods or Services, provided the Customer is notified of the change in payment arrangements prior to delivery or supply of Goods or Services.
- (c) By accepting credit from Reliable Air & Plumbing Solutions, the Customer warrants and acknowledges that:
 - (I) they have read these Terms & Conditions;
 - (II) they have understood the Credit Application; and

- (III) they are in a financial position to pay all debts as they fall due.
- (d) The Customer agrees not to make any claim, seek to withhold payment or avoid its obligations in respect to payment of any balance payable to Reliable Air & Plumbing Solutions.
- (e) If the Customer is a company, each director of the company must execute a guarantee and indemnity (in the form required by Reliable Air & Plumbing Solutions), as security for the Customer's obligations and payments to Reliable Air & Plumbing Solutions.
- (f) If required by Reliable Air & Plumbing Solutions, the Customer must immediately procure and deliver executed Guarantees to Reliable Air & Plumbing Solutions.

13. Warranties and Undertakings

The warranties and undertakings which apply to the Goods and/or services supplied by Reliable Air & Plumbing Solutions to the Customer, are those applied by the *ACL*. All other warranties and undertakings are expressly excluded.

14. Risk

Reliable Air & Plumbing Solutions shall have no liability for any loss or damage to the Goods when in transit.

15. Liability

- (a) To the extent permitted by the *ACL*, the liability of Reliable Air & Plumbing Solutions for breach of a condition or warranty implied by the *Act* is limited to the:
- (I) replacement or re-supply of the Goods, or supply of equivalent Goods; or
 - (II) payment of the cost of replacing the Goods or of acquiring equivalent Goods.
- (b) Force Majeure. Reliable Air & Plumbing Solutions will have no liability to the Customers for any loss, damage or expenses suffered, or incurred resulting from circumstances beyond Reliable Air & Plumbing Solutions' control, such as but not limited to, insurrection, fires, floods, strikes, lockouts, delays in delivery of materials to Reliable Air & Plumbing Solutions, breakdown in machinery, inability or failure of Reliable Air & Plumbing Solutions to supply necessary materials, or prohibitions, or other action by any government, or government authority, or embargoes.

16. Delivery

- (a) If Reliable Air & Plumbing Solutions agrees to deliver the Goods to or perform additional Services at a place other than the Customer's specified address or business premises then Reliable Air & Plumbing Solutions will charge an additional fee to the Customer

17. Acceptance

- (a) The Customer shall be deemed to have accepted the Goods and any Services performed by Reliable Air & Plumbing Solutions immediately on supply.
- (b) Upon accepting the Goods, the Customer waives the right to make any claim against Reliable Air & Plumbing Solutions, unless the Goods or Services are defective and the Customer notifies Reliable Air & Plumbing Solutions of the defect in writing within seven (7) days of the Supply Date.
- (c) If the Customer fails to give notice of any defect to Reliable Air & Plumbing Solutions in accordance with (b), then subject to any non-excludable condition implied by law, the Goods and/or Services shall be deemed to have been accepted by the Customer.
- (d) Reliable Air & Plumbing Solutions is not however obliged to accept the return of the Goods, unless Reliable Air & Plumbing Solutions determines that the Goods are defective.

18. Cancellation

Reliable Air & Plumbing Solutions may, at its sole discretion, accept cancellation of an order of Goods and or Services, provided that:

- (a) the request for cancellation is made in writing at least seven (7) days prior to the quoted Supply Date;
 - (b) the Customer agrees to pay a cancellation fee as determined by Reliable Air & Plumbing Solutions, provided that Reliable Air & Plumbing Solutions notifies the Customer of the cancellation fee within sixty (60) days of receipt of the written request for cancellation; and
 - (c) the Customer pays for any completed order(s) and all out-of-pocket expenses incurred by Reliable Air & Plumbing Solutions to obtain Goods and Services on behalf of the customer.
- The Customer must also pay for the portion of work in progress already completed, which will be invoiced to the Customer in addition to the cancellation fee.

19. Title

- (a) Title to any Goods that Reliable Air & Plumbing Solutions obtains on behalf of the Customer will remain with Reliable Air & Plumbing Solutions until the Customer has paid all outstanding invoices.
- (b) If the Customer has not paid all outstanding invoices issued by Reliable Air & Plumbing Solutions, then Reliable Air & Plumbing Solutions may direct the Customer to return the Goods.
- (c) If the Customer fails to make payment before the delivery of Goods, then Reliable Air & Plumbing Solutions may retain the Goods, until such payment is made.

20. Security Interest

- (a) In this clause, the terms which are defined in the PPSA have the meaning given to them in the PPSA.
- (b) The Customer agrees to grant the Reliable Air & Plumbing Solutions a security interest.
- (c) If so requested by Reliable Air & Plumbing Solutions, the Customer agrees to promptly execute any documentation necessary, or do anything required by Reliable Air & Plumbing Solutions, to consent and ensure that the security interest is created as soon as required by Reliable Air & Plumbing Solutions. Any security interest registered in accordance with these Terms & Conditions shall constitute a first ranking, perfected security over the Goods.
- (d) The Customer waives their right to receive a verification statement under the PPSA, but must be provided with confirmation of discharge of any registered securities, once payment(s) of any outstanding invoice(s) are made, or the line of credit is finalised and any invoice(s) accrued under that line of credit are paid in full.

21. Variation

Reliable Air & Plumbing Solutions may vary these Terms & Conditions at any time, by notice in writing to the Customer.