



UNDER PRESSURE Air Compressors

Sales/Service/Repairs/Hire/Vacuum/Portable

17 / 662 Stuart Highway, Berrimah NT 0828

0411 725 622

ABN: 49 649 274 591

info@upac.au

24/7 Emergency Call Out



Terms and Conditions

SECTION 2 — CREDIT ACCOUNT TERMS

Definitions

In these Terms & Conditions, unless the context requires otherwise:

UPAC - “we”, “us”, “our” means Under Pressure Air Compressors Pty Ltd (ABN 49 649 274 591) and its authorised employees, agents, and contractors.

Customer - “you”, “your” means the person, company, trust, partnership, or entity applying for credit or purchasing goods or services from UPAC.

Credit Account - means the commercial credit facility approved by UPAC for the Customer.

Goods - means all equipment, parts, consumables, hire items, and any other products supplied by UPAC.

Services - means all work performed by UPAC, including repairs, maintenance, installation, hire, call-outs, and technical support.

Invoice - means any tax invoice issued by UPAC for Goods or Services.

PPSA - means the Personal Property Securities Act 2009 (Cth), including associated regulations.

PPSR - means the Personal Property Securities Register.

Security Interest - has the meaning given in the PPSA.

Website - means www.upac.au and any associated online platforms operated by UPAC.

Business Day - means a day that is not a weekend or public holiday in the Northern Territory.

Terms - means these Terms & Conditions, including all sections, schedules, and annexures, as amended from time to time.



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1. Introduction

These Terms & Conditions govern all purchases, services, rentals, online orders, and interactions with Under Pressure Air Compressors Pty Ltd (UPAC). By obtaining a credit account, purchasing goods, using our website, or engaging in our services, you agree to be bound by these terms.

1.1 Relationship to Other UPAC Terms

These Credit Account Terms form part of UPAC's full Terms & Conditions. Where there is any inconsistency between this Section 2 and UPAC's terms (Section 1,3,4), **the provisions of this Section 2 prevail to the extent of the inconsistency.**

2. Customer Credit Applications

These terms apply to all credit applications unless otherwise agreed in writing.

3. Payment Terms

Payment is due **30 days from date of invoice** unless otherwise stated. Payment of undisputed amounts must still be made even if part of the invoice is disputed.

3.1 Personal Guarantee

Where the customer is a company, the directors and/or proprietors agree to personally guarantee all amounts owing to UPAC. The guarantors:

- are jointly and severally liable
- agree that UPAC may pursue them directly for any unpaid amounts
- remain liable even if the customer changes structure, ownership, or trading name

3.2 Invoice Errors and Adjustments

UPAC may correct clerical, typographical, or pricing errors on invoices. Corrected invoices are payable in accordance with the original payment terms.

4. Authorisation

The customer warrants that all signatories are authorised to enter into credit agreements.

5. Jurisdiction

These terms are governed by the laws of the state or territory in which UPAC operates.

6. Claims

Claims for shortages, damage, or non-delivery must be made in writing within 24 hours of delivery. FAILURE TO NOTIFY UPAC WITHIN THIS TIMEFRAME CONSTITUTES ACCEPTANCE OF THE GOODS (NEW).

Air Compressor not "Under Pressure?" Give us a Call...



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7. Default

If payment is not made by the due date, all outstanding amounts become immediately payable.

7.1 Suspension of Supply

UPAC may suspend or cancel supply, refuse further credit, or require payment in advance if:

- an account is overdue
- the customer's financial position deteriorates
- UPAC considers the credit risk unacceptable

UPAC is not liable for any loss arising from suspension of supply.

8. Interest

Interest may be charged on overdue accounts at a rate not exceeding 2.5% per month. Accruing daily.

9. Recovery Costs

Customers are liable for reasonable debt-recovery costs, including:

- Legal costs on an indemnity basis
- Collection Agency Commissions
- Internal Administrative costs associated with the recovery

10. Termination of Credit

We may terminate credit facilities at any time without notice.

11. Risk & Title

Risk transfers on delivery. Title remains with UPAC until payment is received in full.

12. Retention of Title (PPSA)

Retention of title constitutes a security interest under the *Personal Property Securities Act 2009 (PPSA)*. The customer consents to UPAC registering this interest on the PPSR.

12.1 PPSA Waivers & Enforcement Rights

The customer agrees that:

- UPAC may enter premises to recover goods
- proceeds of sale are held on trust for UPAC
- the customer will not grant competing security interests
- the customer waives the right to receive PPSA notices, including verification statements



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13. Changes to Customer Details

Customers must notify us of any change in ownership or business structure.

13.1 Liability Continuity The original customer entity remains liable for all amounts incurred until UPAC approves the new entity in writing.

13.2 Credit Review UPAC may suspend credit until a new application is assessed and approved.

GENERAL TERMS

14. Contact Us

For questions about these Terms & Conditions, please contact our team via the details on our website.

15. Disclaimer

To the extent permitted by law, UPAC accepts no liability for any loss or damage (including indirect or consequential loss) arising from:

- Use of or reliance on information on our website
- Website unavailability
- Viruses or similar issues

15.1 Commercial Loss Exclusion UPAC is not liable for loss of profit, loss of production, downtime, or any indirect or consequential loss arising from the supply, hire, repair, or use of equipment.

16. Trademarks & Copyright

All names, logos, and brand elements used by UPAC are our intellectual property and must not be used without written consent. All website content is protected by copyright. You may view or print content for personal use only.

Date	Summary of Modifications	Version No.
28 March 2026	Developed Document	1.0