



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 1 — CUSTOMER TERMS & CONDITIONS

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 of any person, company, trust, partnership, or entity purchasing Goods or Services from UPAC or interacting with UPAC's website.

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, diagnostics, and technical support.

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

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.

ACL - means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Uncollected Goods Act - means the Uncollected Goods Act 2004 (NT).

Assessment Fee - means the fee payable for diagnostic or inspection work as described in Section 4.

Special-Order Item - means any item not normally stocked by UPAC or manufactured or ordered specifically for the Customer.

Credit Account - means a commercial credit facility approved by UPAC under Section 2 – Credit Account Terms.



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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 purchasing goods, using our website, or engaging in our services, you agree to be bound by these terms.

1.2 How UPAC's Terms Work Together

UPAC uses four sets of Terms: Customer Terms, Credit Account Terms, Supplier Terms and Hire UPAC maintains four categories of Terms & Conditions that govern its relationships with customers, suppliers and account holders:

1. **Customer Terms & Conditions**
2. **Credit Account Terms**
3. **Supplier Purchasing Terms**
4. **Hire Terms**

These documents operate together as UPAC's unified contractual framework. Each set of terms applies according to the nature of the transaction or relationship. Where more than one set of terms applies at the same time, they must be read together.

UPAC may also publish summary versions of certain terms on its website for general information only. These summaries are **non-contractual** and do **not** replace the full terms provided directly to a Customer. If there is any inconsistency between a website summary and the full version of the relevant terms, the **full version prevails**.

Where there is any inconsistency between UPAC's full Terms & Conditions, the following hierarchy applies (highest to lowest), and the higher-ranking document prevails to the extent of the inconsistency:

1. **Credit Account Terms**
2. **Hire Terms (full version issued to the Customer)**
3. **Customer Terms & Conditions**
4. **Supplier Purchasing Terms**

1.3 Scope of These Terms

These Terms apply to all purchases, services, repairs, rental, online orders, and interactions with UPAC unless a written contract states otherwise.

2. Payment Policy

We aim to provide a secure and convenient purchasing experience.

2.1 Accepted Payment Methods

We accept:

- Visa and Mastercard
- Stripe
- Bank transfer or direct deposit
- Any additional methods displayed at checkout

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2.2 Currency

All prices are in AUD and include GST unless otherwise stated. International customers may see currency conversion applied by their bank.

2.3 Payment Security

Our website uses secure encryption technology to protect your personal and financial information.

2.4 Payment Processing

UPAC offers two payment options for customers:

Immediate Payment: Payment is processed at the time of purchase for in-store, online, or phone orders.

Approved 30-Day Credit Customers: Customers with an approved credit account may charge purchases to their account. All invoiced amounts are payable **30 days from date of invoice** unless otherwise agreed in writing.

We may suspend or cancel credit facilities if payment terms are not met.

Deposits: A deposit may be required before ordering or supplying certain products, including but not limited to compressors, custom-built units, special-order parts, and high-value items. Where a deposit is required, the order will not be placed with the supplier until the deposit has been received in full.

Deposits are non-refundable for special-order or customised items unless otherwise required by law.

2.5 Retention of Title (Ownership of Goods)

1. Ownership of all goods supplied by UPAC remains with UPAC until the invoice for those goods has been paid in full. UPAC retains full ownership of all goods, parts, and components supplied, fitted or installed.

2. Until full payment is received, the customer holds the goods as bailee only and must keep them in good condition, clearly identifiable as UPAC property. the customer acknowledges that UPAC may remove or recover the installed goods if necessary, and the customer authorises UPAC (or its agents) to access the site to do so, provided reasonable notice is given.

3. UPAC reserves the right to recover or repossess any goods for which payment has not been received, and the customer authorises UPAC (or its agents) to enter the customer's premises for this purpose if necessary.

4. Risk in the goods passes to the customer upon delivery or installation, but ownership remains with UPAC until full payment is received.

4. The customer must not sell, transfer, or otherwise deal with the goods in a way that affects UPAC's ownership rights until payment is made in full.

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2.6 Storage, Uncollected Goods & Abandonment

2.6.1. Collection Requirement The customer must collect all goods, equipment, or items left with UPAC for service, repair, or assessment within **7 days** of being notified that the work is complete or that the items are ready for collection.

2.6.2. Storage Fees If the customer does not collect the items within the required timeframe, UPAC may charge **daily storage fees** at a reasonable commercial rate until the items are collected or otherwise dealt with.

2.6.3. Risk & Liability All risk in the items remains with the customer while the items are stored at UPAC's premises. UPAC is not liable for loss, damage, theft, or deterioration of uncollected items.

2.6.4. Uncollected Goods UPAC manages uncollected goods in accordance with the *Uncollected Goods Act 2004 (NT)*. If a customer fails to collect equipment after being notified that it is ready for collection, UPAC will issue a written notice specifying:

- a description of the goods
- the location of the goods
- any charges owing
- the date by which the goods must be collected
- the action UPAC may take if the goods remain uncollected

The statutory collection period and disposal method will depend on the value of the goods, as required by the Act. UPAC may recover all reasonable storage, handling, administrative and disposal costs from the customer.

2.6.5. Disposal or Sale of Uncollected Goods If the customer does not collect the goods within the statutory period specified in UPAC's written notice (as required under the *Uncollected Goods Act 2004 (NT)*), UPAC may dispose of the goods using the method permitted for the assessed value of the goods.

This may include:

- disposal by **public auction** or **court-approved disposal** for higher-value goods
- recycling or scrapping the goods where authorised by the Act
- selling the goods to recover outstanding charges, including service fees, storage fees, and disposal costs

UPAC will comply with all notice, waiting periods, valuation requirements, and disposal methods mandated by the Act.



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2.7. Application of Sale Proceeds Where goods are lawfully sold, UPAC will apply the sale proceeds to any outstanding amounts owed by the customer, including service charges, storage fees, administrative costs, and disposal expenses.

Any remaining balance will be held for the customer for **30 days**. If unclaimed after that period, the balance will be dealt with in accordance with the *Uncollected Goods Act 2004 (NT)*, which may include payment to the Territory or other statutory handling requirements.

2.8. No Liability for Disposal To the extent permitted by law, the customer releases UPAC from all liability, loss, or damage arising from the lawful disposal, recycling, scrapping, or sale of uncollected goods carried out in accordance with the *Uncollected Goods Act 2004 (NT)*.

2.9. Customer Contact Obligations The customer is responsible for ensuring UPAC has current contact details. Failure to update contact information does not prevent goods from being deemed uncollected.

2.10 Payment Confirmation

A confirmation email is issued once payment is successfully processed.

2.11 Payment Issues

If you experience payment difficulties, please contact our team.

2.12 Order Fulfilment

Orders are fulfilled once payment clears. Verification delays may occur.

2.13 Payment Disputes

We may suspend or cancel orders if payment is not received or fraudulent activity is suspected.

3. Quote Policy

3.1. Validity of Quotes

- All quotes are valid for **14 days** from the date issued unless stated otherwise.
- Pricing may change after the validity period due to supplier increases, freight changes, or availability.
- Acceptance of a quote constitutes acceptance of these Terms & Conditions.



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3.2. What's Included

Quotes include only the specific items, labour, and services listed. Unless explicitly stated, inclusions do **not** extend beyond:

- Labour for the described task
- Parts and materials listed
- Standard workshop or onsite rates
- Standard travel charges (if shown)

Anything not itemised is not included.

3.3. What's Excluded

Unless specifically listed, the following are excluded:

- Electrical work, plumbing, or third-party trades
- Repairs to pre-existing faults
- Additional parts or consumables not identified during quoting
- After-hours or emergency rates
- Travel outside standard service areas
- Lifting equipment, cranes, forklifts, or access equipment
- Hazard remediation or site preparation
- Fault-finding beyond the scope described

UPAC is not responsible for pre-existing damage, wear, or unsafe equipment.

3.4. Variations

A variation applies when:

- Additional faults are found during service
- The customer requests extra work
- Site conditions differ from what was disclosed
- Equipment is inaccessible, unsafe, or requires additional labour
- Additional parts or consumables are required
- Travel time increases due to location changes or access issues

Variations are charged at UPAC's standard rates unless otherwise agreed in writing.

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3.5. Emergency Call-Out Rates

Emergency, urgent, or after-hours work is charged at:

- **Emergency call-out fee** (flat rate)
- **After-hours labour rate** per hour
- **Travel charges** as applicable
- **Parts** at standard or emergency supply pricing

Emergency work is subject to technician availability and safety conditions.

3.6. Travel Charges

Travel charges apply to all onsite work and may include:

- Per-km rate outside the standard service radius
- Remote or rural travel loading
- Accommodation or meal allowances for long-distance jobs
- Return-to-site fees if work cannot proceed due to customer-related delays or unsafe conditions

Travel charges will be itemised where possible.

4. Assessment and all Diagnostic Fees

4.1 Assessment Fee: An assessment fee is payable for all onsite or workshop diagnostic work, regardless of whether the Customer proceeds with repairs or service. This fee covers:

- Technician time
- Travel (if onsite)
- Testing, inspection, and fault identification
- Preparation of findings or recommendations

The assessment fee is non-refundable.



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4.2. What the Assessment Fee Includes

The assessment fee covers:

- Initial inspection of the equipment
- Basic testing to identify the fault
- A written or verbal summary of findings
- A quote or recommendation for repair

It does **not** include:

- Labour to repair faults
- Parts or consumables
- Major disassembly
- Electrical testing requiring a licensed electrician
- Additional travel beyond the standard radius

These items are charged separately.

4.3 Application to Warranty Claims

Where a warranty claim is lodged:

- If the fault is **not** covered by warranty, the assessment fee applies
- If the fault is due to misuse, poor maintenance, or external factors, the assessment fee applies
- If the fault is confirmed as a valid warranty issue, the assessment fee may be waived at UPAC's discretion

5. Refunds, Returns & Consumer Guarantees Policy

At Under Pressure Air Compressors, we want you to feel confident when purchasing from us. If something isn't right, we're here to help. This Refund Policy outlines when refunds apply, how to request one, and what conditions must be met.

5.1 Eligibility for Refunds

Refunds may be approved when:

- Items are returned within 7 days of delivery
- Items are unused, in original packaging, and in original condition
- You have contacted us for approval prior to returning the item

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5.2 Refund Process

1. Contact our customer service team
2. Provide your order number and reason
3. Follow the return instructions provided

5.3 Return Shipping

Return shipping is the customer's responsibility unless the return is due to our error.

5.4 Refund Method

Refunds are issued to the original payment method.

5.5 Non-Refundable Items

- Digital downloads
- Customised items
- Special-order items (unless required by law)

5.6 Faulty or Damaged Goods

If you receive a faulty or damaged item, contact us immediately. We may offer repair, replacement, or refund in accordance with the Australian Consumer Law (ACL).

5.7 Change of Mind

Exchanges or store credit may be offered at our discretion.

6. Customer Responsibility for Safe Access Requirements

6.1 Customer Responsibility for Safe Access: The Customer must ensure UPAC personnel have safe, unobstructed access to the site, equipment, and any areas required to perform the Services. This includes providing clear pathways, adequate lighting, and removing any hazards that may impede safe work.

6.2. Disclosure of Hazards

The Customer must disclose all known hazards, risks, or site conditions that may affect the safety of UPAC personnel or the performance of the Services. This includes electrical risks, confined spaces, hazardous materials, unsafe structures, or any other relevant conditions.

6.3. No Liability for Pre-Existing Faults

UPAC is not responsible for any faults, defects, damage, or performance issues that existed prior to UPAC attending the site or commencing work. If pre-existing issues are identified during the Service, UPAC may suspend work until the Customer authorises additional repairs or corrective actions.

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6.4. Right to Refuse Unsafe Work

UPAC may refuse, suspend, or cease work if the site or equipment is deemed unsafe, non-compliant, or poses a risk to personnel, property, or equipment. In such cases, the Customer remains liable for any call-out fees or costs incurred up to the point of refusal.

7. Consumer Guarantees

Nothing in these Terms limits your rights under the ACL. Our goods and services come with guarantees that cannot be excluded.

8. Warranty & Liability

8.1. No Guarantee on Old or Modified Equipment

UPAC cannot guarantee repair outcomes on equipment that is old, modified, poorly maintained, or previously repaired by others. Failures during or after service are at the Customer's risk.

8.2. Limited Liability

UPAC is not liable for loss of income, downtime, business interruption, or any indirect or consequential loss. Liability is limited to the value of the service provided.

8.3. Workmanship Warranty

UPAC warrants that all workmanship will be carried out with due care and skill. UPAC provides a **30-day workmanship warranty** on the specific work performed. This warranty applies in addition to the **consumer guarantees** under the *Australian Consumer Law*, which cannot be excluded and may entitle the customer to remedies beyond this warranty period.

8.4. Exclusions for Misuse & Customer-Supplied Parts

No warranty applies where equipment is misused, neglected, or fitted with customer-supplied parts. Customer-supplied parts are installed at the Customer's risk, with no guarantee on performance or suitability.

8.5 Warranty Assessment & Proof of Purchase

UPAC requires **proof of purchase** before any warranty assessment can be carried out. If proof of purchase is not provided, the job will be treated as a **non-warranty repair** and standard charges will apply.

UPAC will make reasonable efforts to repair the item under warranty where eligible. If the issue is found to be **not warrantable**—including user error, misuse, lack of maintenance, external damage, incorrect installation, or customer-supplied parts—then all labour, travel, parts, and assessment fees will be charged at UPAC's standard rates.

Warranty decisions are based on the manufacturer's terms and the condition of the equipment at the time of inspection.

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9. Privacy Policy and Data Handling

UPAC is committed to protecting personal information in accordance with the *Privacy Act 1988 (Cth)* and the **Australian Privacy Principles (APPs)**. This Privacy Policy explains how UPAC collects, uses, stores, and safeguards personal information when customers interact with UPAC, purchase products, or engage UPAC's services.

UPAC collects personal information only where reasonably necessary for its business activities, including providing quotes, processing orders, scheduling service work, managing warranties, and communicating with customers. Personal information is stored securely and is not shared with third parties except where required to deliver services, comply with legal obligations, or with the customer's consent.

Customers may request access to, or correction of, their personal information at any time by contacting UPAC. Further details about how UPAC manages personal information are set out in UPAC's full Privacy Policy.

9.1 Information We Collect

We may collect:

- Name and contact details
- Shipping and billing information
- Payment details
- Account information
- Preferences and demographic information

9.2 How We Use Your Information

We use your information to:

- Process orders
- Provide customer support
- Send marketing communications (if subscribed)
- Improve our services
- Meet legal obligations



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9.3 Disclosure

We may share information with:

- Payment processors
- Delivery partners
- IT and website service providers
- Legal authorities when required

We do not sell or rent your information.

9.4 Security

We use technical and organisational measures to protect your data.

9.5 Access & Correction

You may update your information by contacting us.

9.6 Third-Party Links

We are not responsible for the privacy practices of external websites.

10. Online Orders & Dispatch

10.1 Order Processing

Under Pressure Air Compressors offers fast and reliable online ordering for both stocked and non-stocked items. By placing an order through our website, you agree to the following terms relating to order processing, dispatch, and supplier-sourced products.

Orders are processed during standard business hours. Orders placed outside these hours are processed the next business day.

10.2 Same-Day Dispatch (Stocked Items)

Same-day dispatch applies when:

- The item is in stock
- Payment has cleared
- The order is placed before the daily cut-off

Orders placed after the cut-off will be dispatched the next business day.

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10.3 Supplier-Sourced (Cross-Ordered) Items

Some products listed on our website are not held in local stock and are supplied through our network of manufacturers and distributors. These items are ordered from the supplier once your order is confirmed.

For these:

- Lead times vary
- We will notify you of expected timeframes
- Dispatch occurs once the item arrives or is shipped directly from the supplier
- Special-order items may require a deposit or full pre-payment

These items may be non-refundable once ordered, unless required by law.

10.4 Mixed Orders

If your order contains both stocked and supplier-sourced items, we may:

- Ship stocked items immediately, and
- Ship supplier items separately once they arrive

Additional freight charges may apply if multiple shipments are required.

10.5 Order Delays

While we make every effort to meet dispatch timeframes, delays may occur due to:

- Supplier backorders
- Freight carrier delays
- Payment verification
- High-volume periods

We will notify you promptly of any delay.

10.6 Order Confirmation & Tracking

Once dispatched, you will receive:

- A dispatch confirmation email
- Tracking details (where applicable)



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GENERAL TERMS

11. Contact Us

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

12. 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

13. 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