

STANDARD TERMS & CONDITIONS

QUOTED, GENERAL SERVICE & REPAIR WORK

Vanguard Tasmania is a subsidiary of Professional Air Solutions PTY LTD - ABN 54 642 283 476

GLOSSARY OF TERMS

Seller: Professional Air Solutions PTY LTD trading as Vanguard Tasmania

Sales: Professional Air Solutions PTY LTD supplies Heat pumps, Air systems and Refrigeration Products, Humidification and associated parts and consumables. Fire protection equipment.

Service Operations: Professional Air Solutions PTY LTD supplies Installation, Service and Repair, Labour and Parts

Buyer/Purchaser: The buyer of the equipment, spare parts service or repair work subject of a quotation submitted by or on behalf of Professional Air Solutions PTY LTD.

Equipment: Plant or machinery to be supplied, installed, repaired, replaced, serviced or maintained.

Start-Up: Commissioning of the equipment for the purpose and manner intended.

GST: Goods and Services Tax (within the meaning of a new tax system Goods and Services Tax Act 1999 and associated legislation as amended from time to time). A standard day for conducting business, with the exception of Saturday and Sunday and public holidays of the State or Territory of Australia are 8:00am-4:30pm.

1. Quotations and Orders

Receipt of the Buyer's order shall not bind Professional Air Solutions PTY LTD, until the buyer has confirmed acceptance of the order/quote. A quote is valid for a period of thirty (30) days (unless otherwise stated on the quote); after this period, Professional Air Solutions PTY LTD reserves the right to revise the quotation. Prices given are applicable to that quotation only and will not necessarily apply in any other circumstance. Prices are subject to change as necessary

2. Modifications

If Professional Air Solutions PTY LTD is asked to carry out additions or modifications to the equipment and/or perform additional services or more frequent services, these will be deemed a variation and the quotation will be adjusted accordingly. Any

variation will take into consideration the nature and extent of such additions or modifications and the cost Professional Air Solutions PTY LTD incurs in performing these, but (subject to this) all other conditions of the quotation will continue to apply.

3. Components

When components are included in the quotation and not expressly named, Professional Air Solutions PTY LTD reserves the right to supply from the source considered most suitable. If, after quotation, components of a nominated make are requested by the Buyer, the price will be adjusted by the difference between the cost to Professional Air Solutions PTY LTD of those components and that allowed by Professional Air Solutions PTY LTD in the quotation. The date of dispatch will be adjusted by the period of delay, if any, in availability of such components.

4. Terms of Payment

a) Ownership of the goods will not pass to the Buyer but will remain with Professional Air Solutions PTY LTD until payment in full of the purchase price of the goods by the Buyer has been received by Professional Air Solutions PTY LTD.

b) The Buyer's debt to Professional Air Solutions PTY LTD shall be reduced to the extent of the proceeds actually received and, to the extent (if any) that any proceeds received exceed the Buyer's debt, Professional Air Solutions PTY LTD shall be indebted to the Buyer in the amount of the surplus.

c) Invoices for:

Parts, site services and other similar services shall be payable in full by the Buyer fourteen (14) days from the date of the invoice (unless otherwise stated on the invoice).

d) If payment is not received in full by the due date stated on the invoice Interest is payable on all overdue accounts calculated on a daily basis at the rate of 4% per day (on invoiced total) as from the date due for payment until payment is received by the Company.

e) The Buyer shall be liable for all costs of whatsoever nature of and associated with the exercise of Professional Air Solutions PTY LTD rights under this clause, which costs shall be payable on demand.

f) Risk in the goods passes to the Buyer at the time of delivery and the Buyer shall keep the goods insured.

g) Parts credit policy:

No credit if Buyer changes mind on parts supplied. If such occurs, handling and re-stocking fee will be charged and freight plus 10%.

H) Professional Air Solutions PTY LTD will take legal action to recoup any losses incurred as a result of the Buyer's change of mind or outstanding payments.

5. Buyer Delayed Delivery

Should the Buyer delay delivery of the equipment, Professional Air Solutions PTY LTD reserves the right to store the equipment and to obtain payment as though the equipment had been delivered and to recover storage, insurance and handling costs incurred due to the delay. The company reserves the right to make progress claims when components and/or services are required ahead of scheduled delivery dates or when payment in full for the goods and/or services will be delayed.

6. Default of the Buyer

If the Buyer does not comply with the Standard Terms and Conditions of Professional Air Solutions PTY LTD, Professional Air Solutions PTY LTD reserves the right to refuse the supply of further products or services to the Buyer. This will include any products subject to an order acceptance prior to the date of exercise of the company's discretion.

Professional Air Solutions PTY LTD will not be liable to the Buyer for any loss or damage the Buyer may sustain as a result of Professional Air Solutions PTY LTD refusing to supply the products or services. Professional Air Solutions PTY LTD may at any time terminate the Buyer's right to purchase products and have services provided on credit, without the necessity of giving prior notice.

7. Cancellation Fees

If at any time the Buyer purports to terminate and/or cancel the contract entered into, then and without prejudice to any other rights or remedies Professional Air Solutions PTY LTD may have hereunder or at law, Professional Air Solutions PTY LTD will be entitled to recover from the Buyer such proportion of the total contract price (including GST), equivalent to the proportion of labour, skill and materials used by Professional Air Solutions PTY LTD in its performance of the contract at the date of such termination or repudiation.

8. Delivery

The date of completion set forth in the quotation or by Professional Air Solutions PTY LTD staff is made in good faith and is subject to Professional Air Solutions PTY LTD not being delayed by instructions or lack of instructions from the Buyer, and Act of God,

war, government, award, industrial disturbance, delays or damage to goods in transit, shortage of materials or any other cause beyond Professional Air Solutions PTY LTD control. In the event of a delay arising from, or contributed to, by any cause beyond Professional Air Solutions PTY LTD reasonable control, the delivery time will be extended commensurately and such delay in delivery will not constitute a breach of contract, nor will it affect other provisions of the contract to Professional Air Solutions PTY LTD disadvantage. Professional Air Solutions PTY LTD will accept no liability for loss of use or for any indirect or consequential damages arising from delays in delivery.

9. Maintenance inspections

The system components maintained/inspected, can be adjusted or repaired where necessary in accordance with standard practices. Any corrective actioned deemed necessary at the time of inspection can be performed if authorized by the customer (and will be charged). The action taken and or the work performed is to the satisfaction of Professional Air Solutions PTY LTD.

10. Product Change

Professional Air Solutions PTY LTD reserves the right to make reasonable modifications in goods of any kind without notice to the Buyer and to deliver revised designs or models of products against any order, unless the right is specifically waived by Professional Air Solutions PTY LTD in writing. Prior to making modifications of a major nature which may affect the Buyer in its contractual responsibilities, such modifications will be referred to the Buyer for acceptance.

11. Noise and Vibration

Information provided by the company concerning noise and vibration is given in an advisory capacity and is not part of the company guarantee. Notwithstanding anything to the contrary contained within this document, the company will not accept any responsibility for noise and/or vibration unless specifically requested by the Buyer and agreed to by the company in writing.

12. Access

It is the Buyer's responsibility to provide adequate access for entry and installation of goods and/or services covered by a quotation, together with adequate access and rigging facilities for future service work. The Buyer will maintain the area in which the equipment is (or is to be) located free of extraneous materials and move any contents, fixtures, fittings or moveable partitions as required to facilitate the performance of work by Professional Air

Solutions PTY LTD. The Buyer will grant the company entry to the premises and access to the equipment at any time when required for the performance of the work and allow Professional Air Solutions PTY LTD to make use of all existing building services and maintenance facilities at the premises in the performance of the work, and to remove any item of the equipment from the premises for the purpose of undertaking any repair or replacement thereof; the Buyer will only permit persons duly qualified to undertake work of the relevant nature on that Equipment other than in connection with its normal operation. The Buyer warrants to Professional Air Solutions PTY LTD that the Buyer of the service is the beneficial owner of the equipment or has obtained from the beneficial owner consent for Professional Air Solutions PTY LTD to carry out such work and will indemnify and hold harmless Professional Air Solutions PTY LTD in respect of any claim made against Professional Air Solutions PTY LTD based on, or in any way arising from, a lack of such consent. Unless otherwise stated, it is the Buyer's responsibility to obtain and provide access, services, facilities, permits, approvals or licences as may be required for the performance of the work.

13. Assembly

When it is necessary to dispatch the goods in other than fully assembled condition (which facts shall be stated in the quotation), assembly and erection will be the Buyer's responsibility and to the Buyer's account except where nominated in the quotation.

14. Start-Up

It is the Buyer's responsibility to have the goods installed and all auxiliary services operative prior to requesting start-up (if included in the contract). If upon arrival on site, the Technician finds that the goods are not ready for start-up, any extra costs incurred, including but not limited to costs of travelling and accommodation will be charged to the Buyer's account. Quoted figures for start-up and other site services are based on normal working hours. Overtime, penalty rates and site allowances will be added to the Buyer's account if such expenses are incurred.

15. Progress Claims

Professional Air Solutions PTY LTD reserves the right to issue partial payment invoices as materials are supplied and certain services are completed and will issue a final invoice on finalisation of the work which is the subject of the quotation (less progress claims). Such progress claims will clearly define work completed or material made available. Payment is to be made by the Buyer in accordance with these Standard Terms and Conditions.

16. Freight and Insurance

Where quotations state that goods will be delivered free on truck ex-company premises, unless stated in writing to the contrary, means Professional Air Solutions PTY LTD will be responsible for any damage to goods up to the point of Professional Air Solutions PTY LTD premises, after which it shall be the Buyer's risk in all respects. Upon written request, Professional Air Solutions will act as agents on behalf of the Buyer to dispatch and insure the goods. Charges for freight and insurance arranged by Professional Air Solutions PTY LTD in this respect will be billed to the Buyer's account directly by the carrier and/or insurer. The Buyer will insure the goods until paid for in full against loss or damage and will receive and hold the proceeds of any such insurance in trust.

17. Price Variation (Equipment only)

Unless stated, goods offered will be subject to a Cost Adjustment based on the "Air Conditioning Material Index" as published by the Australian Bureau of Statistics Catalogue 6407. The cost adjustment shall be the "percentage change in cost" calculated from the difference in Price Indices at the date of quotation and the date of dispatch.

18. Price Variation (Site Services)

Site service including installation, start-up and maintenance will be subject to a Cost Adjustment based on the "percentage change" in hourly rate (including fringe benefits and allowances) based on the weekly Industry Award Rate for a Technician in the State or Territory of Australia where the site services are performed for the balance of the work to be performed under the contract. A price variation will be charged for lost time if there are delays in site services being performed that are fault of the Buyer or out of Professional Air Solution PTY LTD control such as (but not limited to) site access, Buyers business operations and poor weather, reasonable cost variation will be determined by Professional Air Solutions PTY LTD.

19. Price Variation

Sales Tax or Import Duty (statutory requirements) (if any) included in the quotation is based on the ruling rate of all items as at the date of the quotation. All variations, whether they are due to amendments of the relevant Acts or changes in interpretations of classifications, will be added to the Buyer's account. Variations to rates of exchange, freight, insurance, primage and cartage on imported equipment or components, affecting the amount paid by Professional Air Solutions PTY LTD for the actual equipment or

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components supplied will be added to the Buyer's account.

20. Price Increases

Price Escalation. Prices payable are subject to price increase by Professional Air Solutions PTY LTD on 1 July each year. In the event of any increase in labour or material cost to the company, Professional Air Solutions PTY LTD may at any other time increase such prices by written notice to the Buyer.

21. Goods and Services Tax

a) Any quote issued by Professional Air Solutions PTY LTD does not include an amount on account of GST payable by the company unless otherwise specifically stated. If any supply made under or in connection with the Agreement is subject to GST, the Buyer must pay to Professional Air Solutions an additional amount equal to the GST payable.

b) The Buyer must pay the additional amount at the same time as the Buyer must pay the purchase price, or if a partial payment invoice is issued, at the same time as the buyer must make the first partial payment.

c) Professional Air Solutions PTY LTD will issue a tax invoice within twenty-eight (28) days after receiving payment from the Buyer.

22. Warranty

a) Parts and equipment are covered by the standard warranty terms of the specific manufacturer.

b) New installation Warranty: All new installations are covered by Professional Air Solutions PTY LTD for a period of twelve (12) months. This covers the failure of the equipment as a direct result from the works provided by Professional Air Solutions PTY LTD.

c) Service/repairs warranty: Warranty for labour service is ninety (90) days from the date of service. Warranty on parts is that which is specified by the parts manufacturer's warranty terms and conditions

23. Exclusions

Professional Air Solutions PTY LTD does not assume contingent liabilities for:

a) Damages, losses or injuries direct or consequential, that may arise from use of or inability to use product supplied.

b) Abuse, neglect, or costs where product is installed, operated or applied contrary to installation and operating instructions produced.

c) Damage by fire, flood, abrasion, erosion, corrosion, chemicals, energy supply, foreign materials or deterioration due to extremes of environment.

d) Refrigerant lost during shipment or during the warranty period (unless the loss is a direct result of poor workmanship of Professional Air Solutions PTY LTD).

e) Equipment manufactured or installed by others.

24. Laws to Apply

The laws of the State or Territory of Australia where Professional Air Solutions PTY LTD acceptance of the order is issued shall apply to the interpretation of these Standard Terms and Conditions and any matters arising therefrom.

25. Arbitration

In the event of any dispute between Professional Air Solutions PTY LTD and the Buyer arising from these Standard Terms and Conditions, the matter will be referred to an arbitrator appointed by the mutual agreement of both parties.

26. Entire Agreement

Subject to the terms of the Agreement, these Standard Terms and Conditions contained within this document embody the entire understanding and agreement between the parties to this Agreement as to the subject matter of these Standard Terms and Conditions. Subject to the terms of the Agreement all previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of these Standard Terms and Conditions are merged in and superseded by these Standard Terms and Conditions and shall be of no force or effect whatever and no party to the Agreement shall be liable to any other party to these Standard Terms and Conditions in respect of those matters. No oral explanation or information provided by any party to these Standard Terms and Conditions to another shall affect the meaning or interpretation of these Standard Terms and Conditions or constitute any collateral agreement, warranty or understanding between any of the parties to these Standard Terms and Conditions.

27. Credit Policy

Professional Air Solutions PTY LTD may at its discretion, as a condition of acceptance of such order for sale, service or repair works require the Buyer to:

a) Provide personal guarantees as to payment

b) Enter into an assignment of progress payments due to the Buyer for the supply of the said goods, service or repair work. The form shall be in accordance with the Credit Policy.

c) The Buyer will be taken to a collection service for any overdue invoices of 90+ days providing the Seller has given notice and made sufficient attempts to collect outstanding amounts.

28. Form of Notice

Any notice, consent or other communication ("Notice") required or permitted by these Standard Terms and Conditions shall be in writing and shall be deemed sufficiently served if delivered by hand or sent by facsimile or certified mail, postage prepaid and addressed to the party as outlined in the main contract.

30. Validity

If any covenant or obligations of the Agreement or the application thereof to any person or circumstances shall be or become invalid or unenforceable, the remaining covenants and obligations shall not be affected thereby and each covenant and obligation of these Standard Terms and Conditions shall be valid and enforceable to the fullest extent by law.

31. Acceptance

In accepting a quote or requesting maintenance or a service call you are accepting the terms and conditions of Professional Air Solutions PTY LTD and this document and declare that you will pay all costs associated to the particular service that you require.

**Terms and conditions are
subject to change without
notice.**

**IF YOU DO NOT
UNDERSTAND THIS
DOCUMENT, SEEK
INDEPENDENT
ADVICE**