Terms & Conditions of Trade

1. **IN CONSIDERATION** of BrisbaneAir (hereinafter called the "Supplier") supplying goods and services to and at the direction of the Applicants and for the Trading Entity (hereinafter called "the Customer"), the Customer shall pay the price specified in the quote and the quote combined with the following Terms & Conditions of Trade shall act as a contract to bind the parties.
2. **Issue** – this issue replaces all previous issues & is valid for all new estimates, quotes & contracts until replaced with the next issue.
3. **Governing Law** – these Terms & Conditions shall be governed by, and construed in accordance with, the laws of the State of Queensland, and any dispute in relation to any provision of this Agreement shall be either by way of arbitration in Queensland or heard in the appropriate courts of Queensland.
4. **Trade Regulations** – Regulations require equipment containing refrigeration gas to be installed & commissioned by appropriately licensed tradespersons.
5. **Workplace Health & Safety** – we are responsible for ensuring our Employees & Sub-contractors work safely & within Regulations. However there are obligations on Customers including, but not limited to, advising us in advance of any potential risks: unless specified in the quote our quotes exclude, if directed by safety Regulations, cost of equipment for access/heavy lifting gear, additional trades & temporary cooling. The presence of asbestos may attract additional charges, for example where asbestos containing materials need to be handled/ cut/ removed by an "asbestos handling specialist", to allow new air conditioning to be safely installed.
6. **General** -Unless agreed otherwise in writing the following applies to all orders placed on & accepted by us whether written or verbal; no other terms, in part or whole, other than statute, form part of a contract with us & in the case where a Customer attempts to enter other terms during the normal administrative "paper chase" process such attempts are not to be read as "contra offers" leaving our terms as issued with our quote/order confirmation as the agreed terms of contract upon which our pricing was formed & as such if a Court subsequently decides another term or set of terms apply we reserve the right to then adjust our selling price in the contract to reflect any changed terms &/or conditions.
7. **Quotations** – are valid for 30 working days from the date of the quote, or unless specified differently in our quotation, but we reserve the right to reasonably correct pricing at any time for: a) any errors*(clerical, mathematical, typographical, omission, etc.)* or b) changes in equipment *(types, rating, etc.)* supplied or c) changes in materials *(types, quantities, finishes, etc.)* used or d) changes in supplier's prices to us including after order confirmation by us.
8. **Replacement systems/equipment** – quotes for replacement systems, part or equipment will not include the cost of prior work done which will be charged for separately: where only a part of an installation is replaced any warranty offered shall be limited to the replacement part only.
9. **Stock Availability**-Some items may not be in stock at time of placing order. BrisbaneAir staff will liaise with the Customer to advise of significant delivery hold ups and stock availability. Waiting times for goods can vary from the normal 1-3 days, up to 8 weeks in extreme cases.
10. **Customer Orders** - Customers are advised to confirm orders on us in writing. Also, please note that payment of deposit will by itself constitute acceptance of our written quotation, plus act as confirmation that a contract is now in place between the Supplier and the Customer based on most current written quotation including acceptance of the BrisbaneAir "Terms & Conditions of Trade".
11. **Order Cancellation** – by the Customer must be made in writing & is only effective when a formal written confirmation has been issued by us: cancellation may be subject to a charge, the greater of pro rata to the work done to date plus 15%, or 15% of contract value whichever is the greater or for unrecoverable costs incurred related to materials ordered specifically for Customer's job.
12. **Job variations** – goods/services will be supplied as specified in our quote/order confirmation *(excepting for reasonable substitutes made at our discretion)*, accordingly we reserve the right to reasonably alter the contract price for any variation, including but not limited to change in the scope of works, howsoever caused.
13. **Unforeseen work** – due to the nature of our work it is not always possible to fully predict all work associated with the scope of works quoted & in such circumstances we reserve the right to make reasonable additional charges for such extra work should this occur.
14. **Normal working hours** - all work quoted is for work done during normal working hours *(usually 07:00-17:00 hrs during normal working days)*; if for whatever reason work is done outside of normal working hours the Customer may be charged extra accordingly.
15. **Access & continuity** – must be unhindered & uninterrupted & include the supply of safe electrical power.
16. **Time is not of the essence** – we will endeavour to meet all reasonable deadlines but "time will not be of the essence" in our supply of goods & services for contractual purposes.
17. **Payment Terms** – invoices shall be paid by the Customer in full no later than the terms stated on each invoice. Time shall be of the essence in this regard. Payment may not be withheld for any reason. Deposit payments and or a valid Company Purchase Requisition/ Purchase Order are usually required before work commences. For installation work that extends over 1 day in duration, work-in-progress payments may be required, at the discretion of BrisbaneAir. The extension of credit facilities is at the sole discretion of BrisbaneAir and must be confirmed in writing. If an invoice is not paid in accordance with our Payment Terms, late payment may incur an interest surcharge of 10% pa calculated on a daily basis from invoice date plus all debt recovery costs including an internal administration fee of 20%. Payment options are outlined below.
18. **Payment Methods:** Payment will be by cheque, cash, direct deposit (EFT), credit card (MasterCard/Visa) or Payment Plan (the latter option subject to separate specific contractual terms). The Customer will pay the Supplier the amount of the invoice within the terms stated on the invoice. Credit card payments attract a 1.0% bank credit card surcharge fee.
19. **Title & Risk** – title passes upon payment in full with cleared funds, but risk passes upon arrival of goods to the Customer's site. BrisbaneAir shall retain title to all goods supplied to the Customer until it has received payment in full of all sums due to it in connection with supply and/ or installation of goods. If payment for any goods or services is overdue, BrisbaneAir is entitled, without prejudice to any of its other rights and remedies, to repossess, disconnect or decommission goods, and without notice, to enter into any premises upon which BrisbaneAir goods are stored or installed for this purpose. Nothing in this Clause 19 shall affect BrisbaneAir rights to recover for any unpaid amount on the invoice as a debt.
20. **Construction sites** – for new buildings we usually install interconnecting pipes & cables "rough-in" during the construction period; if these works are damaged or building configurations changed - either resulting in additional work by us - the cost of the extra work will be charged to the Customer: Customers or their nominated agent *(i.e. Builder)* are required to give us reasonable written notice for timely access for us to undertake works at the appropriate stage of construction: we cannot accept responsibility or liability for delays or re-work where reasonable written notice was not given: Customers alleging damage in any form by us must notify us in writing immediately & give us reasonable management access & time to view the allegation – no liability under any circumstances by us will be accepted without our prior formal inspection & subsequent written acceptance of our liability therein.
21. **Completion** – upon completion of installation work, it is normal to carry out an operational test: to do this test electrical power needs to be available & it is the Customer's responsibility to ensure power is available at this time; if electrical power is not available at this time & an additional site visit to do these tests is required, the cost of the additional visit will be charged to the Customer.
22. **Warranty** – commences at the date of our final invoice, and validity period is as contained in our written quotation. Equipment must be installed & regularly serviced by a licensed operator to validate warranty: sometimes manufacturer's warranty does not cover all costs for warranty repair & when this occurs we will charge the difference: processing warranty claims with manufacturers for equipment supplied & installed by us is free of charge otherwise a nominal fee applies: "no fault found" attendances, "no one there", late appointment cancellation, installation not by us & maintenance issues fall outside of warranty & will be charged to the Customer in accordance with our prevailing tariffs: all warranty work is done during normal business hours: we reserve the right to unequivocally determine qualification for warranty & any work done by us is deemed fully chargeable until formally confirmed otherwise in writing by us. Accidental damage, wilful damage and vermin damage are all specifically excluded from warranty coverage.
23. **Unauthorised work** – any work undertaken by others on, or any signs of tampering with, the installation &/or equipment will invalidate warranty.
24. **Losses** – our liability is limited to the repair of product &/or service supplied by us & excludes consequential losses howsoever caused.
25. **Comments/statements made by our employees & subcontractors** – do not necessarily reflect matters of fact or be representative of the total position & therefore must not be relied upon: only written documentation signed by a Director of this Company must be taken as authoritative.
26. **Changes** – BrisbaneAir reserves the right to change, amend or alter in any way these Terms & Conditions without notice to the Customer.
27. **Complaints** – any complaint against us must be made in writing, addressed to our Directors, within 5 working days of the cause of complaint arising *(by law a dispute on an invoice must be made in writing within 14 days of the date of the invoice).*
28. **Supplier Promotions –** sometimes, our major suppliers of air conditioners (e.g Mitsubishi Electric, Fujitsu) offer bonus and cashback promotions. BrisbaneAir will attempt to alert potential customers to these promotions when they are running, but BrisbaneAir cannot confirm the eligibility of any individual customer for specific promotions offered by 3rd parties. In this instance, the customer is responsible for making their own enquiries as to the eligibility for the promotions offered via the Terms and Conditions offered by the 3rd party in relation to their promotion.

ACCEPTANCE OF ORDER

When deposits are received from customers and / or Company Purchase Requisitions/ Purchase Orders, an official buy order will be recognized by BrisbaneAir.
By placing an official order with BrisbaneAir implies that you as the Customer agree to all our Terms & Conditions of Trade as listed above.
Please contact us directly if you have any further enquiries before ordering any goods.

PRICING

Our written quotations often include the term "Total Discounted Cash/ Full Payment Price". This term is based on the motto of 'pay less, pay cash' with cash in this terminology being methods of payment including EFT, cheques and cash. Where Payment Plans are used we advise we cannot offer such large discounts on our prices.

PAYMENT OPTIONS:

Direct Deposit Preferred:
Bank: Commonwealth;
Account Name: BrisbaneAir;
BSB: 064-180;
Account Number: 10239785;
Please include your name in the reference box.

Cash & Cheques accepted – cheques should be made out to "BrisbaneAir", and posted to 327 Bridgeman Road, Bridgeman Downs QLD.

Mastercard & Visa accepted – a 1.0% Bank Credit Card Surcharge Fee applies to these payments. To pay by Mastercard or Visa, please contact our Office on 3269 8450, with your card details.

Payment Plan Options – please refer to our Website, or contact our Office, to discuss the Payment Plan Prices and Options that are available with 3rd party financial suppliers (SKYE/ Humm).

BrisbaneAir Pty Ltd a.t.f BrisbaneAir Unit Trust t/a BrisbaneAir P/L ("BrisbaneAir"). ACN:136843322 Arctick: AU22550 BSA 1177083. ABN 12519445611 Elec: 75448
Goods remain the property of BrisbaneAir until paid in full.