Custom Air Conditioning Pty Ltd – Terms & Conditions of Trade

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- Definitions "Custom Air Conditioning" means Custom Air Conditioning Pty Ltd. its successors and assigns or any person acting on behalf of and 7.5 with the authority of Custom Air Conditioning Pty Ltd. "Client" means the person's buying the Goods as specified in any 7.6 invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally. "Coods" means all Goods or Services supplied by Custom Air Conditioning to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other). "Trice" means the Drice navable for the Goods as arread habusen 1.3
- "Price" means the Price payable for the Goods as agreed between Custom Air Conditioning and the Client in accordance with clause 5 1.4

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- 2.2
- below. Acceptance The Cilent is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Cilent places an order for or accepts delivery of the Goods. These terms and conditions may only be amended with Custom Air Conditioning's conserved and the accept of the extent of any inconsistency with any other document to agreement between the Cilent and Custom Air Conditioning. Where any service under warranty conditions are to be carried out, there shall be Cine during formal working hours, being Monday to access to the equipment and electrical meter box to carry out such servicing. 2.3
- address to the equipment and several servicing. Custom Air Conditioning reserves the right to charge an initial consultation fee for drawings and/or designs prepared on recuest for the Client for use during the performance of the Services, on acceptance of the quotation this initial fee shall be waived from the overall Price for the Services. In the event that the Client does not even any other services to nay Outperformer to the Services to nay Outperformer to the Services of the Services of the Services to nay Outperformer to the Services of the Serv 2.4 7.11 the quotation, the Client accepts and agrees to pay Custon ditioning the initial fee detailed in the quotation for Services d to date. Air Conditioning t provided to date.
- **3.** 3.1
- Change in Control The Client shall give Custom Air Conditioning not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client s mare, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by Custom Air Conditioning as a result of the Client's failure to comply with this clause. 7.12
- result or the client's failure to compty with this cause. Electronic Transactions Act 2000 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act. **4**. 7.13
- Price and Payment At Custom Air Conditioning's sole discretion the Price shall be **5**. 5.1
- either: as indicated on any invoice provided by Custom Air Conditioning to 7.14 (a)
- as indicate un any invoue provided processing the Claint or Custom Air Conditioning's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. Custom Air Conditioning reserves the right to change the Price: if a variation to the Services orginally scheduled (including any applicable plans or specifications) is requested; or where additional Services are required due to the discovery of (b) **8.** 8.1
- 5.2 (a) (b)
- applicable plans or specifications) is rejusted; or "uncenting utily where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work, by any third party not being completed, change of design, any alterations or additional power to the meter box, hidden pipes and wring in walls, etc) which are only discovered on commencement of the Services; or in the event of increases to Custom Air Conditioning in the cost of labour or materials which are beyond Custom Air Conditioning's control. (c) **9**. 9.1
- (d) 5.3
- control. At Custom Air Conditioning's sole discretion a non-refundable 9.2 deposit of up to ten percent (10%) may be required. No allowance has been made in the Price for the deduction of retentions. In the event that retentions are made, Custom Air Conditioning reserves the right to treat all retentions as placing the Clinet's acround into default 5.4
- Conditioning reserves the right to treat all retentions as placing the Client's account into default. Time for payment for the Goods being of the essence, the Price will to an equivalent of the Client on the date's determined by Custom Air Conditioning, which may be: on delivery of the Goods: by way of instaments/progress payments in accordance with the date specified on any invoice or other form as being the date for Custom Air Conditioning's payment schedule: the date specified on any invoice or other form as being the date for payment; or the date specified on a to the partner which is paymen (2) down 5.5
- (a) (b) (c) (d)
- payment; or failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Custom Air Conditioning (e)
- 10.3 (a) Conditioning. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, accepted credit card being Visa or MasterCard only (plus a surcharge of up to one and a half percent (1 5%) of the Phole, or by any other method as agreed to between the Client and Custom Air Conditioning. 5.6 (b)
- 5.7 (c)
- the Client and Custom Air Conditioning and Budge GST. In addition Unless otherwises stated the Private Cast Mark Conditioning must amount equal to any GST Loistom Air Conditioning must pay for any supply by Custom Air Conditioning under this or any other argreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and dules that may be applicable in addition to the Price except where they are expressly included in the Price. (d)

6. 6.1

- Delivery of Services and Goods Subject to clause 6.2 it is Custom Air Conditioning's responsibility to ensure that the Services start as soon as it is reasonably possible (e)
- possible. The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that Custom Air Conditioning daims are extension of time (by giving the Client written notice) where completion is delayed by an event that Custom Air Conditionation control including but not 6.2 (f) (by (g) beyond Custom Air Conditioning's control, including but not d to any failure by the Client to: (h)

- (b)
- 6.4
- limited to any failure by the Client to:
 (h)

 make a selection, or
 nake a selection, or

 have the site ready for the Services; or
 notify Custom Air Conditioning that the site is ready.

 Delivery ('Delivery) of the Goods is taken to occur at the time that:
 11.

 How Conditioning or Custom Air Conditioning's nominated
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 Goods at Custom Air Conditioning's conditioning's nominated
 anter the Goods to the Client's nominated address even

 Custom Air Conditioning or Custom Air Conditioning's nominated
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 if the Client is not present at the address.
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 Custom Air Conditioning or Custom Air Conditioning's nominated
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 air Conditioning or Custom Air Conditioning's nominated
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 air Conditioning or Custom Air Conditioning is addition to the Price.
 11.3

 The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Custom Air Conditioning shall be entitled to charge a reasonable fee for (a)
 11.3

 Air Conditioning shall be entitled to charge a reasonable fee for (a)
 (a)
 6.5
- , in conuncering shall be entitled to charge a reasonable fee for redelivery and/or storage. Custom Air Conditioning may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time or date given by Custom Air Conditioning to the Client is a nestimate only. The Client must shill accept delivery of the Goods even if late and Custom Air Conditioning will not be liable for any loss or damage incurred by the Client as a result of the delivery being late. 6.6 6.7
- Risk Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before (b) 7. 7.1 Deliver
- Delivery. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Custom Air Conditioning is entitled to receive all insurance proceeds payable 7.2 (c) Conditioning is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Custom Air Conditioning is sufficient evidence of Custom Air Conditioning singhts to receive the insurance proceeds without the need for any person dealing with Custom Air Conditioning to make firther enquines. Custom Air Conditioning to leave Goods (e) uside Custom Air Conditioning's premises for collection or to
- 7.3 11 4
- uuisiee Lustom Air Conditioning's premises for collection or to deliver the Goods to an unaftended location then such Goods shall be left at the Client's sole risk. Whilst the final location of the condensing unit is at the discretion of the Client, a charge will apply as a variation as per clause 5.2, if the 7.4

Client requests the unit to not be located adjacent to the external 11.5 wall due to the underground piping required. The final location of the wall, window or floor unit must be 11.6 determined on site by the Client.

The thal location to the way, which to have the set of the determined on site by the Client. Custom Air Conditioning shall upon installation ensure that all installed Goods meet current industry standards applicable to noise levels, however Custom Air Conditioning cannot guarantee that noise levels will remain constant post installation as the Goods may be impacted by many factors such as the weather, lack of maintenance, tampening etc. In the event that any of the equipment needs to be relocated due to custom the custom the custom the client

In the event that any of the explorient needs to be reducated user to complaints from neighbours of local authorities, then the Client shall be responsible for any and all costs involved. The Client acknowledges and agrees that it is their responsibility to insure any equipment parity or completely installed on site, against theft or damage.

- insure any equipment partly or completely installed on site, against theft or damage. In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Client them the Client agrees to notify Custom Air Conditioning immediately upon any proposed changes. The Client agrees to indemnify Custom Air relocation of electrical wiring. All such variances shall be invoiced in accordance with dause 52. All work will be tested to ensure that it is electrically safe and is in accordance with dause 52. All work will be tested to ensure that it is electrically safe and is in socordance with dause 52. All work will be tested to ensure that it is electrically safe and is in Accordance with dause 52. Double the cabing work will comply with the Australian and New Zealand Wiring standards. The Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation of time Goods are to any structure contractions (includin), but not limited to, meter

be affixed are able to withshand the installation of the Goods and that any electrical connections (incuding, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If, for any reason (including the discovery of abstestos, defective or unsafe winng, or dangerous access to roorfong), Custom Arr Conditioning reasonably forms the opinion that the Cilten's premises is not safe for the installation of Goods to proceed then Custom Air Conditioning shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 5.2 above) until Custom Air Conditioning is satisfied that it is safe for the installation to proceed.

to proceed. The Citent accepts and acknowledges that the Goods offered are per the manufacturer's specifications and any unauthorised alterations by the Citent to the Goods may void the manufacturer's warranties. Any cost associated with rectifying or re-setting any Goods to the manufacturer's specifications shall be borne by the Citent. Where a need arises for an air balance on the air conditioning system, contact should be made by the Citent within twelve ("2)

Client. Where a need arises for an air balance on the air conditioning system, contact should be made by the Client within tweve (12) weeks from the installation date and Custom Air Conditioning shall carry this out with no charge to the Client. However, should this requirement be outside the stated pendo, then the Client shall be responsible for all associated oxts.

Custom Air Conditioning has made no provision for any patching or painting or boxing in of any exposed ductwork unless specifically quoted for. 13.5

Access The Client shall ensure that Custom Air Conditioning has clear and free access to the work site at all times to enable them to undertake the works. Custom Air Conditioning shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Custom Air Conditioning. Underground Locations Prior to Custom Air Conditioning or the precise location of all underground services on the site and cleady mark the same. The

must advise Custom Air Conditioning of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sever services, pumping services, sever connections, sever sludge mains, uriget no pumping mains, and any other services that may be on site. Whils Custom pipes, tlephone cables, filter optic cables, oil pumping mains, and any other services that may be on site. Whils Custom of the Client agrees to indering function any underground services the Client agrees to indering to the services of the Conditioning in respect of all and any liability clams, loss, precisely located and notified as per clause 9.1.

(b)

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Cancellation

- Title Arr Total Conditioning and the Client agree that ownership of the Godds shall not pass until: the Client has paid Custom Air Conditioning all amounts owing to Overom Air Constitutioning, and Custom Air Conditioning; and the Client has met all of its other obligations to Custom Air
- (a) (b) (c)

(d)

(e) 13.10 13.1

Custom Air Conditioning; and the Client has met all of its other obligations to Custom Air Conditioning. Recipit by Custom Air Conditioning of any form of payment tabe than cash shall not be deemed to be payment unber have been horoured, cleared or recognised. Lintil ownership of the Goods passes to the Client in accordance with clause 10 that the Client is only a balies of the Goods and must return the Goods to Custom Air Conditioning on request. The Client holds the benefit of the Client's nursance of the Goods on trust for Custom Air Conditioning and must pay to Custom Air Conditioning the proceeds of any insurance in the event of the Client holds the selection of any insurance in the sevent of the Conditioning that client is clippes, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client should the proceeds of any such act on trust for Custom Air Conditioning and such with possession of the Goods then then Client must hold the proceeds of any such act on trust for Custom Air Conditioning and must pay or deliver the

of the Goods then the Client must hold the proceeds of any such act on trust for Custom Air Conditioning and must pay or deliver the proceeds to Custom Air Conditioning on demand. The Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Custom Air Conditioning and must sell, dispose of or return the resulting product to Custom Air Conditioning as it so directs. the Client irrevocably authorises Custom Air Conditioning to enter any premises where Custom Air Conditioning to enter any premises where Custom Air Conditioning to enter Custom Air Conditioning any recover possession of any Goods in transit whether or not delivery has occurred. the Client shall not charge or grant an encumbrance over the

- transit whether or not delivery has occurred. The Second method in the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Custom Air Conditioning. Custom Air Conditioning may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods sold notwithstanding that ownership of the Personal Proceed Const.
- Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing obc
- In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. It by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and oracles a security inferest in all Goods that have previously been supplied and that will be supplied in the future by Custom Air Conditioning to the Client. 15.2
- The client undertakes to: promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Custom Air Conditioning may reasonably
- 15.4

Construction was respectively when Custom Air Conditioning may reasonably require to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register, (i) register any other document required to be registered by the PPSA; or (ii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii); Indemnity, and upon demand registering of financing statement or financing change statement or the Personal Property Securities Register astibilised by the PPSA or releasing any Goods charged thereby.

not register a financing change statement in respect of a security interest without the prior written consent of Custom Air (c)

Conditioning; not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Custom Air Conditionics.

- **16.** 16.1 Conditioning: immediately advise Custom Air Conditioning of any material change in its business practices of selling the Goods which would result in a change in the harture of proceeds derived from such sales. Custom Air Conditioning and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- Please note that a larger print version of these terms and conditions is available from Custom Air Conditioning on request.

The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Custom Air Conditioning as a direct result of the cancellation (including, but not limited to, any loss of profits, and retention of the Client's initial non-retrundable deposit). Cancellation of orders for Goods made to the Client's specifications, or for non-stcokist items, will definitely not be accepted once production has commenced, or an order has been placed.

The Client agrees for Custom Air Conditioning to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by Custom

Air Conditioning. The Client agrees that Custom Air Conditioning may exchange information about the Client with those credit providers either named as trade referese by the Client or named in a consumer credit report issued by a credit reporting agency for the following

Identifies these constructions of the client agency for the following determines: It issued by a credit reporting agency for the following the assess an application by the Client and/or to onlify other credit providers of a default by the Client; and/or to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or to assess the creditworthiness of the Client. The Client understands that the information exchanged can inclue anything about the Client's creditworthines; credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privey Act 1988. The Client consent to Custom Air Conditioning being given a consumer credit teport to collect overdue payment on commercial credit level to provide the Client's consent of the other used and related by Custom Air Conditioning for the following purposes (and for other purposes as shall be agreed between the client and Custom Air Conditioning for the following uncounted of Coord: and/or

time): the provision of Goods; and/or the marketing of Goods by Custom Air Conditioning, its agents o distributors; and/or

distributors; and/or analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or

of amounts outstanding in the Client's account and/or the collection of amounts outstanding in the Client's account in relation to the

of amounts outsaining in the view a sector and a sector of a sector of a sector of the conditioning may give information about the Client to a credit reporting agency for the following purposes: to obtain a consumer credit report about the Client; allow the credit reporting agency to reate or maintain a credit information file containing information about the Client. The information given to the credit reporting agency may include: personal particulars (the Client's name, sex, addresse, previous addresses, date of birth, name of employer and driver's licence number);

number); details concerning the Client's application for credit or commercial oredit and the amount requested; advice that Custom Air Conditioning is a current credit provider to the Client'; advice that Custom Air Conditioning is a current credit provider to the Client; advice of any overdue accounts, loan repayments, and/or any custanding monies owing which are overdue by more than sixty (80) days, and for which debt collection action has been started. That the Client's eno longer overdue in respect of any default that has been listed;

Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit chlications):

credit obligations); advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once; that credit provided to the Client by Custom Air Conditioning has been paid or otherwise discharged.

Dispute Resolution If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing

party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confra it east none, to attern to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:

be: referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

Compliance with Laws The Client and Custom Air Conditioning shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the

The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works.

The Client agrees that the site will comply with any occupational health and approvals that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

Building and Construction Industry Security of Payments Act 1999

1999 At Custom Air Conditioning's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisons of the Building and Construction Industry Security of Payments Act 1999 may apply. Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable

General The failure by Custom Air Conditioning to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Custom Air Conditioning's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, ilegal or unenforceable the backture de enforceability of the remaining

and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legaity and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which Custom Art Conditioning has its principal place of business, and are subject to the jurisdiction of the Penrtih courts in New South Wales Subject to clause 13, Custom Art Conditioning halb be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or average individual beset of ronth of iffeent

Subject to clause 13, Custom Air Conditioning shalt be under no liability whatsover to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client raining out of a breach by Custom Air Conditioning of these terms and conditions (alternatively Custom Air Conditioning tability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Client shall not be entited to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Custom Air Conditioning and license or sub-contract all or any part of its rights and obligations without the Client socreant. The Client shares that any time. If Custom Air Conditioning may a change to these terms and conditions, then that change will take client of such change. The Client subset are accepted client of such change. The Client will be taken to the accepted client of such change. The Client will be taken to have accepted client of such change. The Client will be taken to have accepted client of such change. The Client will be taken to have accepted client of such change. The Client will be taken to have accepted with changes that Lib takes a further request for Custom Air Conditioning that lib taken all necessary authorizations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

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n that in the opinion of Custom Air Conditioning, the

Privacy Act 1988

Air Conditioning

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- 16.3 11.8
- sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by Custom Air Conditioning, the Client waises their right or receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally raftly any actions taken by Custom Air Conditioning under clauses 11.3 to 11.5. Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. Security and Charge 11.9

12. 12.1

- out of any of the provisions of ure r-ron. Security and Change In consideration of Custom Air Conditioning agreeing to supply the Goods, the Client changes all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being changed, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any moneu) 17.2 (a) (b) (c) 12.2
 - all our provide the second sec
- 12.3 (d) attorney/s to perform an ouronnouring as the orients true and la attorney/s to perform all necessary acts to give effect to provisions of this clause 12 including, but not limited to, signing document on the Client's behalf. 17.3
- 13 Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
- 13.1
- Detects, with an even and returns, competition and consume that 20 lise (TCA) is inspect the Goods on delivery and must within here 10? Joines of delivery notify Custom Air Conditioning in writing of any evident defect/damage shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Custom Air Conditioning to inspect the Goods. Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and waranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditioning acknowledges that nothing in these terms (a) (b) 13.2 (c) (d) Custom Air Conditioning acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded 13.3 (e)
- alld Obrations purjoins to mony or exceed the funct Exactle Evcept as expressly set out in these terms and conditioning makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Custom Air Conditioning's liability in respect of these warranties is initiad to the fullest extent permitted by law. If the Client is a consumer within the meaning of the CCA, Custom Air Conditioning liability is limited to the extent permitted by section 64A of Schedule 2. If Custom Air Conditioning is required to replace the Goods under this clause or the CCA, but is unable to do so, Custom Air Conditioning may refund any money the Client has paid for the Conditioning the consumer within the meaning of the CCA. 13.4 (a) (b)
 - 17.6 (a)
- 13.6 (b) (c)
 - Goods. If the Client is not a consumer within the meaning of the CCA, Custom Air Conditioning's liability for any defect or damage in the (d)
- Goods is: Innited to the value of any express warranty or warranty card provided to the Client by Custom Air Conditioning at Custom Air Conditioning's sole discretion; Innited to any warranty to which Custom Air Conditioning is entitled, if Custom Air Conditioning did not manufacture the Goods; otherwise negated absolute). Subject to this clause 13, returns will only be accepted provided (a) (e)
 - (f)
- (c) 13.8
- the Client has complied with the provisions of clause 13.1; and Custom Air Conditioning has agreed that the Goods are defective; (a) (b)
- (h) (c) he Goods are returned within a reasonable time at the Client's cost
- the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and the Goods are returned in as close a condition to that in which they mere delivered as is possible. Notwithstanding clauses 13.1 to 13.8 but subject to the CCA. Custom Air Conditioning shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of (d) 13.9
 - damage result of:
 - result of: the Client aining to properly maintain or store any Goods; the Client using the Goods for any purpose other than that for which they were designed; the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent the Client failing to follow any instructions or guidelines provided by Custom Air Conditioning;

Custom Air Conditioning; Tair wear and tear, any accident, or act of God. Custom Air Conditioning may in its absolute discretion accept non-defective Godos for return in which case Custom Air Conditioning may require the Client to pay handling fees of up to ten percent (10%) of the value of the returned Godos plus any freight costs. Notwithstanding anything contained in this clause if Custom Air Conditioning will only accept a return on the conditions imposed by that law.

Intellectual Property Where Custom Air Conditioning has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Custom Air Conditioning.

Conditioning. The Client warrants that all designs, specifications or instructions given to Custom Air Conditioning will not cause Custom Air Conditioning to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to

indemnify Custom Air Conditioning against any action taken by a third party against Custom Air Conditioning in respect of any such infringenet.

infringement. The Client agrees that Custom Air Conditioning may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Custom Air Conditioning has created for the Client.

Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when

Default and Consequences of Default Interest on overtue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (25%) per calendar month (and at Custom Air Conditioning's sole discretion such interest shall compound monthly at such a rate) after as well as before any ujdoment. If the Client owes Custom Air Conditioning any money the Client shall indemnify Custom Air Conditioning from and against all costs and disbursements incurred by Custom Air Conditioning incovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, custom Air Conditioning's contract default fees, and bank dishorour fees). Without prejudica to any other remedies Custom Air Conditioning may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Custom Air Conditioning may suspend or terminate the supply of Goods to the Client Custom Air Conditioning the other baceause Custom Air Conditioning has exercised its rights under this because.

clause. Without prejudice to Custom Air Conditioning's other remedies at Without prejudice to Custom Air Conditioning's other remedies and part of any order of the Client which remains unfulfilled and all amounts owing to Custom Air Conditioning shall, whether or not due for payment, become immediately payable if: any money payable to Custom Air Conditioning becomes overdue, or in Custom Air Conditioning's sopirion the Client will be unable to make a payment when it falls due: the Client becomes insolvent, convenes a meeting with its creditors or proposes or centers into an arranoment with creditors convenes.

Cancellation Custom Air Conditioning may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Custom Air Conditioning shall repay to the Client ary money paid by the Client for the Goods. Custom Air Conditioning shall not be liable for any loss or damage whatsoever arising from such cancellation.

the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.