

## **TERMS AND CONDITIONS – CONDITIONS OF SALE/INSTALLATION**

**The purchaser shall hereinafter be referred to as the customer**

**North East Climate Solutions Pty Ltd shall hereinafter be referred to as the supplier**

### **1. Payment Terms:-**

- a) \$1,000.00 deposit required to secure the supply quotation. The customer accepts the quotation and agrees unconditionally to our terms and conditions. If site visit determines installation is not possible, deposit will be refunded and order cancelled.
  - b) Balance supply cost is payable within 14 days of notification of unit arriving at the supplier warehouse or 48 hours prior to customer receiving the goods, whichever comes first.
  - c) Cancellations shall forfeit any deposit paid.
  - d) Installation account is to be paid on day of installation, not day of commissioning unless previously arranged and endorsed on this document.
  - e) Upon written acceptance of installation quotation, the customer accepts the installation quotation and agrees unconditionally to our terms and conditions.
  - f) Custom parts, accessories, fireplaces made specifically for individual jobs will have all goods charges passed onto customers even in the event of job cancellation.
  - g) The customer acknowledges up to a 1.9% Master Card and Visa Card credit card surcharge and 3.0% AMEX Surcharge for all credit card payments.
2. Any monies not paid in accordance with the above conditions become outstanding immediately.
  3. Should any monies become outstanding the supplier reserves the right to:
    - a) Charge all expenses incurred by the supplier in recovering monies due, inclusive of solicitors charges, debt collector's fees and disbursements, any costs or charges in relation to security documents, any fees on dishonor and all GST charges shall be debt due and owing by the customer.
    - b) Charge a penalty interest rate as currently applicable under section 323 of the Supreme Court Act 1932 and chargeable monthly from the date of the default until actual payment.
    - c) Lodge a caveat over the property at which the goods and/or services supplied under this contract have been installed, and/or performed, and the customer by the acceptance of this invoice hereby consents to and authorizes the lodging of such caveat, such caveat to remain in place until such time the outstanding monies are paid in full.
  4. Until all monies due are paid, the customer agrees to hold the goods/materials as bailee only, and shall be liable for all loss of and damage thereto howsoever caused or arising.
  5. In the event of the customer defaulting on any of the terms of this agreement, including payment of any monies due under this agreement, then the supplier or its representative, servant agent or employee shall have the right to enter the premises upon which the goods are housed or stored for the purpose of taking repossession.
  7. The supplier shall not be liable for any costs, losses, damages, expenses of any other monies or losses suffered as a result of the supplier taking repossession.
  8. The supplier will make every effort to deliver and install the goods by the due date, but is not held responsible in any way, shape or form for any damages, loss or expenses of any kind due to inability to complete the job by the specified date.
  9. The customer acknowledges an obligation to advise if the site is subject to a BAL zone prior to installation.
  10. The customer acknowledges there will be extra charges involved in any unforeseen problems which were not visible at time of quotation, i.e. blocked chimneys, trusses in way of flue run, insufficient access, supplied gas line incorrectly sized or blocked. If existing gas appliances fail to re-light, no responsibility will be taken.
  11. In the event of the customer having to carry out preparation works before the date of installation, i.e. framing, electrical works, fire rating, stud removal, gas lines etc. and these works are not completed to specification or by the agreed start time then extra costs may be passed onto the customer.
  12. The customer acknowledges and agrees that any claim for warranty, relating to the goods/services supplied under this contract does not negate any of the terms of this agreement and payment will be paid in accordance with the stated payment terms.
  13. If the customer supplies the goods for installation it is the customer's responsibility to make sure all goods are delivered to site before the date of installation. If goods in part or full are not on site by the designated start time then extra costs will be incurred. If there is a fault with the goods, any time spent determining or rectifying the fault may be passed onto the customer.
  14. Any asbestos found on site is the responsibility of the owner to have removed.
  15. All existing gas lines will be tested before works are carried out. Any leaks found will result in the gas being left off at the end of installation unless the gas leak is rectified before job is finished. The supplier will take no responsibility for any existing gas leaks. If time permits at the end of the installation the customer may engage the supplier at a pre determined hourly charge to attempt to find and repair the gas leak.
  16. No flue from a fireplace can be shared with a return air cavity.

### **SPECIAL CONDITIONS**

1. Warranty: 6 years on workmanship. Equipment and materials warranty as per manufactures warranty.
2. Body Corporate: Where and if body corporate are applicable, they are at the customers responsibility. However in the event that the customer fails to obtain permission and modifications are necessary, incurring costs shall be totally the purchaser's responsibility.
3. Protection of works and materials: Once goods are delivered or installed on site it shall be the customers or his agent's responsibility to protect or insure against theft and in particular damage to surrounds/front of fireplaces by other contractors or vandalism. Any labour materials used to repair and/or replace damage materials will be charged at extra cost.
4. Retention of title: It is an express condition of the supply of materials by North East Climate Solutions Pty Ltd that the property in and legal and beneficial title to goods supplied shall not pass to the customer with the goods and that property in and title to the goods shall not pass until all sums owing to the supplier are paid in full. Supplier reserves the right to recover possession of any goods supplied by it where all sums owing to supplier have not been fully paid for within the terms of the company's normal trading arrangements by that customer.
5. Customer or authorised customer representative must remain on site and available during any installation work.