



Arkfield Airconditioning & Refrigeration Pty Ltd

General Terms and Conditions of Sale

PRICE POLICY:

Arkfield proposals are subject to acceptance within 30 days from date of quote. Prices quoted are for services, labour, and material as specified in the proposal. If acceptance of this proposal is delayed or modified, prices are subject to adjustment. For Maintenance Contracts, the rates shown in the schedules for Non-Contract related works, are subject to variation with changes in our costs of doing business.

TAXES/ DUTIES: The purchaser shall pay Arkfield all taxes imposed by the Australian Government or any other national, state or local government, which Arkfield is required to pay in connection with the service or material furnished hereunder.

PAYMENT: Terms of payment are net 7 days from receipt of invoice and are subject at all times to the approval of the Company's Credit Department. It is specifically agreed between the parties that ownership of all items of equipment and fittings supplied and/or installed by Arkfield Airconditioning and Refrigeration Pty Ltd in or upon or about the premises pursuant to this Contract shall remain with Arkfield Airconditioning and Refrigeration Pty Ltd until such time as Arkfield Airconditioning and Refrigeration Pty Ltd has received payment in full of all moneys payable to it pursuant to this Contract and that note of such items of equipment and fittings shall be deemed to be a fixture on the property until such time as payment in full has been made as aforesaid and it is agreed that Arkfield Airconditioning and Refrigeration Pty Ltd shall retain the right to come onto the premises and take away all such items of equipment and fittings at any time after moneys due hereunder have become due and payable but unpaid.

PROGRESS CLAIMS: We reserve the right to progress claim works at various stages of completion e.g. Product/Equipment Delivery including labour and materials supplied. Progress claim invoices will clearly state the details of such claim and value to date of claims and balance of project.

DELAYED PAYMENTS: If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Arkfield to immediate payment, be added to the account of the purchase in any amount equal to 1.5% per month or the highest legal rate on the unpaid balance.

CANCELLATION: Accepted orders for services are subject to cancellation charges to the extent that Arkfield shall be reimbursed for the cost of reasonable expense incurred prior to cancellation as a result of order acceptance.

LIMITATION OF LIABILITY: Arkfield, its contractors and suppliers of any tier shall not be liable in contract, in tort (including negligence) or otherwise for damage or loss of property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the purchase, or for any special, indirect, or consequential damages, whatsoever. The remedies of the purchaser set forth herein are exclusive and the liability of Arkfield with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or technical direction of installation, maintenance or technical direction of maintenance, repair or use of any equipment covered by or furnished under the contract, whether in contract, in tort (including negligence) or otherwise, shall not exceed the price set forth herein for the work. In this regard, it should be noted that Arkfield contracts do not include responsibility for air quality within any given building. No liability is accepted or implied for the control of air borne diseases, e.g. Legionella, Pontiac fever, etc.

DELAYS: Arkfield shall not be liable for failure to perform or for delay in performance caused by riots, strikes, floods, lack of transportation, accidents, or any other contingency beyond its control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

SPECIAL CONDITIONS-REMANUFACTURED COMPRESSORS:

Should the client take the option of a compressor supplied by a third party compressor re-builder, all warranty claims will be passed on in full. In addition to this, Arkfield Airconditioning and Refrigeration does not cover the removal, re-installation or re-commissioning of a third party supplied compressor. These costs, unless otherwise stated shall be passed on in full to the client. Please note that compressors rebuilt by Arkfield Airconditioning and Refrigeration directly are not subject to these special conditions.

MATERIALS: If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control of Arkfield, Arkfield shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

PERFORMANCE OF SERVICES: Arkfield shall provide the indicated services in a timely and workmanlike manner and according to standard trade practices. Normal routine services shall be performed according to the Company's standard work scheduling practice consistent with the scheduling requirements of the customer. Unless otherwise specified and agreed to in writing, all work shall be performed during normal weekday working hours. The Company also reserves the right to engage others in sub-contractor status as may be required to properly perform the work.

PURCHASER RESPONSIBILITY: Purchaser agrees to provide Arkfield personnel with required utilities (water, electricity, compressed air, etc) and special tools and equipment normally used for such services unless restricted specifically in the quote. Purchaser agrees to assume that sufficient service access space is provided. Arkfield shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Arkfield.

TERMS OF SALE: This proposal, upon acceptance, is made solely on the terms and conditions hereof notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of purchaser, all of which additional or conflicting terms and conditions are hereby rejected by the Company. No representations or guarantees other than those contained herein shall be binding upon the Company unless made in writing and signed by an officer of the Company.

WARRANTY: Arkfield extends the manufacturer's warranties on all parts and materials and warrants labour for ninety (90) days unless terms of warranty are specifically revised in the contract. Arkfield expressly limits its warranty on purchaser's equipment to cover only that portion of equipment, which had specific service work done by Arkfield. These warranties do not extend to any equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly or occasionally maintained. Arkfield shall not be liable for any special, indirect or consequential damages arising in any manner out of the performance of this agreement. These warranties are in lieu of all other warranties expressed or implied, including, but not limited to those which the purchaser has by virtue of the Trade Practices Act, 1974 and similar state and territory legislation and nothing contained in this warranty statement shall in any way limit the purchaser's rights under such legislation.