



Terms and Conditions

1. Interpretations

"Seller" refers to Airworks Heating and Cooling as identified on the contract.

"Buyer" refers to the individual or entity named on any quotation, invoice, purchase order, or related documentation, or any authorized representative thereof.

"Price" indicates the agreed-upon cost of Goods/Services between the Seller and the Buyer, subject to clause 4 herein.

"Goods" encompass all items supplied by the Seller to the Buyer, as detailed in accepted quotations or orders.

"Services" denote all services provided by the Seller to the Buyer, including recommendations and advice.

2. Jurisdiction

All transactions are governed by and construed in accordance with the laws of South Australia and Victoria unless otherwise agreed upon by both parties.

3. Offer and Acceptance

Any request from the Buyer for Goods/Services constitutes acceptance of the terms and conditions outlined herein.

In cases where multiple entities form the Buyer, all such entities are jointly and severally liable for payment.

These terms become binding upon acceptance and may only be altered or revoked with the written consent of the Seller.

Any changes to the Buyer's details require written notice within ten (10) days of such changes.

4. Price

The Buyer agrees to pay the specified price for Goods/Services as provided by the Seller.

The Price is determined by the Seller's quotation or indicated on invoices, order forms, or other documentation.

If patching is required, please note that the quoted price does not include painting.

In the event of a changeover, if roof tiles are required or sheets of iron it will be at an additional cost.

The Seller's contracted price remains binding for a maximum of six (6) months from the date of quotation acceptance or while stocks last.

5. Payment Terms

Payment in full is due once the job (as per accepted quote) is completed and handover has occurred.

Progress payments may be required for installations spanning three (3) days or more, with all progress payments to be settled before further work commences.

A 50% partial deposit is necessary and payable before the supply of any Goods or Services.

Cheque payment is not an acceptable form of payment.

6. Delivery

The Buyer is responsible for arrangements to receive Goods, including site preparation and access.

Delivery terms apply regardless of whether the site is attended.

The Buyer must ensure ongoing access for any necessary work by the Seller.

7. Notification of Defects

The Buyer must inspect Goods/Services upon delivery and notify the Seller promptly of any defects.

Notification of performance issues must occur within seven (7) days of system operation.

8. Warranties

Goods not manufactured by the Seller are provided on an "as is" basis.

Warranty conditions are outlined in provided documentation, with the Buyer responsible for completion and submission.

The Seller's liability under warranty is limited to repair or replacement of Goods at its discretion.

The Buyer accepts responsibility for systems utilizing existing or second-hand components.

9. Conditions of Warranty

Warranty becomes void under specified circumstances.

The Seller assumes no responsibility for delays in warranty service.

10. Buyer's Disclaimer

The Buyer disclaims rights to cancel or seek compensation for misrepresentation.

The Buyer acknowledges responsibility for associated costs and discussions regarding equipment installation and operation.

11. Installation

The Buyer is responsible for necessary arrangements for installation.

The Seller is not liable for damages to Buyer's property during delivery/installation.

Surplus equipment disposal is the Buyer's responsibility.

Installation is considered complete upon component fitting.

12. Registered Security

The Buyer's assets may be charged for outstanding payments owed to the Seller.

Overdue accounts may be subject to additional charges, including administrative and interest charges.

13. Default

Conditions under which Seller may demand immediate payment are outlined.

Buyer is responsible for costs associated with overdue payments.

Interest may be charged on overdue accounts.

14. Retention of Title

Ownership of Goods remains with the Seller until full payment is received.

Goods must be kept separate until ownership transfer.

Seller may request return of Goods until ownership transfer occurs.

15. Unpaid Sellers' Rights

Seller reserves the right to dispose of Goods in possession for which payment has not been received.

16. Risk

Risk transfers to the Buyer upon delivery.

Seller may claim insurance proceeds for stolen or damaged Goods.

17. Cancellation

Seller or Buyer may cancel delivery, subject to specified conditions.

18. Limitation of Liability

Seller's liability is limited to the amount paid for Goods/Services.

Buyer is responsible for costs associated with inaccurate specifications.

19. Privacy Act 1988

Seller may obtain credit reports for overdue payments.

Buyer data may be used for specified purposes.

20. Government Approvals

Buyer is responsible for obtaining necessary licenses and permits.

21. Commonwealth Trade Practices Act 1974 and Fair-Trading Acts

Buyer's rights under relevant laws are not compromised.

22. General

Seller assumes no responsibility for changes in laws affecting service provision.

Seller reserves the right to subcontract obligations.

These terms may be reviewed and updated by the Seller.

23. Compliance

It is imperative to comply with specified requirements for ceiling insulation and design.