

## **‘APPENDIX A’**

Payment Terms by Department:

### **Contracting**

#### Payment Terms

1. You will be presumed to accept an invoice if you do not raise any query within 14 days of receiving it.
2. Invoicing will be in the form of monthly progress claims for work completed during the month of invoice.
3. Unless other arrangements are made, terms of payment are strictly 30 days from the end of month the invoice is dated.
4. ‘Paid if Paid’ and ‘Paid when Paid’ terms are not accepted.
5. We reserve the right to claim for goods held off site and will provide insurance certificates for that purpose.
6. If you do not pay an invoice you will pay our costs to recover payment (including legal fees on an indemnity basis). You will also pay interest on our outstanding costs at the rate of 5% per calendar month.
7. An amount shall be overdue if not paid in accordance with stated payment terms or at such other time as agreed in writing by Seasonair Pty Ltd.

### **Service, Maintenance, Electrical, Plumbing and Light Commercial**

#### Payment Terms

1. You will be presumed to accept an invoice if you do not raise any query within 14 days of receiving it.
2. Invoicing will be in the form of monthly progress claims for work completed during the month of invoice.
3. Unless other arrangements are made, terms of payment are 14 days from the date of invoice.
4. ‘Paid if Paid’ and ‘Paid when Paid’ terms are not accepted.
5. We reserve the right to claim for goods held off site.
6. If you do not pay an invoice you will pay our costs to recover payment (including legal fees on an indemnity basis). You will also pay interest on our outstanding costs at the rate of 5% per calendar month.
7. An amount shall be overdue if not paid in accordance with stated payment terms or at such other time as agreed in writing by Seasonair Pty Ltd.

### **Sheet Metal Manufacture**

#### Payment Terms

1. You will be presumed to accept an invoice if you do not raise any query within 14 days of receiving it.
2. Invoicing will be in the form of monthly progress claims for work completed during the month of invoice.
3. Unless other arrangements are made, terms of payment are 30 days from the date of invoice.
4. ‘Paid if Paid’ and ‘Paid when Paid’ terms are not accepted.
5. We reserve the right to claim for goods held in our store.
6. If you do not pay an invoice you will pay our costs to recover payment (including legal fees on an indemnity basis). You will also pay interest on our outstanding costs at the rate of 5% per calendar month.
7. An amount shall be overdue if not paid in accordance with stated payment terms or at such other time as agreed in writing by Seasonair Pty Ltd.

## **TERMS AND CONDITIONS OF SALE**

### **GENERAL CONDITIONS FOR SALE AND INSTALLATION OF PLANT AND EQUIPMENT**

1. The 'Company' means Seasonair Pty. Ltd. and/or its subsidiaries And 'Customer' means that person(s) and/or company ordering goods and services from the Company pursuant to this order.
2. Proposal or quotation price subject to acceptance within 30 days and confirmation before acceptance of order.
3. Progress payments are applicable for ductwork, pipework and equipment upon delivery to site, balance on completion of installation. Acceptance of our proposal is based on progress payments being paid thirty (30) days from the end of month the invoice is dated.
4. If progress payments are not paid within the specified time further work on the installation or repair will be stopped until payment is received. Extra costs involved in stopping and re-starting the project will be added to your account.
5. 'Paid if Paid' and 'Paid when Paid' terms are not accepted.
6. Your price is quoted on the basis of the costs of labour and materials at the date of quotation and is therefore subject to rise and fall. Price variations will be submitted as rise and fall in equipment and labour costs become applicable.
7. Legal or equitable property in the goods shall not pass from the Company to the Customer until payment, including any labour and installation charges, interest and/or costs in full have been made by the Customer for all goods and/or services supplied. Until payment has been made in full the Customer holds such goods delivered by the Company as bailee for the Company and shall safely and securely store all such goods. If payment is not made on or before the due date the Customer shall, at the Company's request, deliver up all such goods not fully paid for and failing delivery of same the Company is irrevocably authorised to enter, at any time, by its servants or agents at the place where the goods are situated and repossess the goods and remove the goods from any place regardless of whether the goods are situated and repossess the goods and remove the goods from any place regardless whether the goods have become fixtures to any premises. The Customer indemnifies the Company against all losses and costs incurred by the Company in removing any such goods against the Company arising from such removal.
8. 20% deposit upon placement of order, balance upon completion of installation.
9. Progress claim invoices will be submitted upon delivery of equipment, pipework and ductwork to site or delivery to our store. Equipment stored at our premises awaiting delivery to site will be insured as required.
10. Specified completion dates are completely dependent on the availability of equipment at date of ordering.
11. If the customer is a corporation the Company agrees to supply goods to that corporation on the condition that the directors of that corporation hereby guarantee all liabilities of the Customer to the Company. This guarantee may be enforced at any time by the Company and in the event that the Company requires a separate guarantee from the Customer directors the directors will exercise same at the request of the Company.
12. Notwithstanding that property in all goods shall remain with the Company until payment has been made in full the risk shall pass to the Customer on delivery of the goods. The Customer shall be responsible for insuring the goods at the time of delivery including all usual risks for loss or damage.
13. No retention monies are allowed unless specifically negotiated.
14. Except as it is inconsistent with the body of the quotation, we will be responsible for any damage to the equipment up to the point of delivery to site, after which it shall be at your risk in all receipts.
15. If you do not pay an invoice you will pay our costs to recover payment (including legal fees on an indemnity basis). You will also pay interest on our outstanding costs at the rate of 5% per calendar month.
16. The project owner (Builder, consultant, and owner developer) is responsible to pay the Construction Industry Training Levy and completion of all necessary forms and submissions to the required department for project approval.

## SEASONAIR Pty Ltd SERVICE UNDER WARRANTY TERMS

**Seasonair Pty Ltd** supplied or installed equipment is covered for replacement of faulty parts or system components by the Equipment manufacturers published warranty agreement, terms and conditions. The responsibility for parts and warranty, therefore remain with the individual manufacturer. All associated works will be carried out during normal working hours.

Seasonair Pty Ltd will organise & co-ordinate these work as instructed by the manufacturer.

Unless negotiated otherwise our service warranty makes no allowance for cleaning of filters or monthly maintenance services and all breakdown attendance outside the metropolitan area of Adelaide is subject to mileage, call out fees, and accommodation at current rates. If the manufacturer of the equipment is able to offer this service without these costs they will not be charged.

The cost of service calls caused by the following circumstances beyond the control of Seasonair Pty Ltd will be borne by the company or person requesting these services.

1. Filters not cleaned causing equipment malfunction. Frequency of filter cleaning will be determined by both the environment and surrounding area and should be determined by either Australian Standards, the owner, operator or facility manager etc.
2. Fuses blown and not attributed to a malfunction in the mechanical services plant and equipment.
3. Power failure or phase switching causing the unit to trip on its internal safety controls.
4. Loss of power on one phase of a three phase supply. This power interruption can cause electric motors of all types to burn out and replacement of these motors damaged by loss of power or power phase are not covered by our, or the equipment manufacturers service under warranty. Insurance should be taken out to cover these possible occurrences by the purchaser.
5. Damage to equipment by others.
6. Time clock re-calibration or resetting.
7. Rectification and calibration of controls altered by others.
8. Equipment failure due to external influence by others.

All warranty is **only operational during normal business hours 8.00AM till 4.30PM Monday to Friday**. Calls outside these hours will result in cost for a minimum of three hours at a rate applicable and payable to technicians under their award, and being more on public holidays. All equipment manufacturers' warranties provide for breakdown service to be performed during normal working hours.

**Seasonair Pty Ltd** service under current Occupational Health & Safety regulations provides that the equipment owner offers a safe environment to work on the equipment. This could involve a safe access to the equipment with provision of external ladders, internal roof access, walk boards, guard rails, and or work platforms. Our staff have the authority to refuse to work on any equipment they deem is un-safe by access or an un-safe workplace.

Service calls not completed due to poor ability of access, pre-arranged meetings not kept etc. will result in a charge to the equipment owner and person or entity who made the request.

### MAINTENANCE SERVICE

To ensure installed equipment is in good working order and to reduce the incidence of breakdown we consider it advantageous to provide regular preventative maintenance visits for servicing of equipment components including cleaning of filters.

A preventative maintenance proposal can be submitted by Seasonair Pty Ltd to provide all the necessary checks and provide a comprehensive report on completion.

While Seasonair Pty Ltd offers a 24 hour 7 day service we are obliged to charge out of hours rates and required to pay our staff under award and contract arrangements. These penalty rates are three hours minimum labour at the appropriate penalty rate plus any additional charges should the repair exceed the three hours.

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