

Terms of Trade

1.0 DEFINITIONS

- 1.1 "Company" shall mean Macdonald Air & Electrical.
- 1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the written authority of the Customer.
- 1.3 "Work" shall mean all Works (including the supply of Materials) undertaken by the Company and described in this contract and includes any advice or recommendations.
- 1.4 "Materials" shall mean Materials required to complete the Works.
- 1.5 "Price" shall mean the Price of the Works as agreed between the Company and the Customer.

2.0 ACCEPTANCE OF QUOTATION

- 2.1 This quotation is valid for 30 days from the date of provision. Macdonald Air & Electrical may extend this period by notification and in agreement with the client.
- 2.2 If there is any error or omission in the Quote, Macdonald Air & Electrical reserves the right to change the contract sum on the Quote. This clause applies even if the Quote has been accepted by the customer. Prices quoted are subject to final costing assessment by Macdonald Air & Electrical.
- 2.3 This quotation must be accepted before works will be scheduled.
- 2.4 Upon acceptance of the Quote by the Customer, Macdonald Air & Electrical may require a deposit to be paid prior to any Works being commenced by Macdonald Air & Electrical. This deposit is at the sole discretion of Macdonald Air & Electrical.
- 2.5 Jobs cancelled within 7 days of job booking will incur a 10% restock fee.

3.0 WORK ON SITE

- 3.1 If the Services are to be carried out on your premises or at your request at some other site we will need free and safe access to the customer's Equipment, together with proper and safe storage and protection of all goods, tools, plant, equipment and materials we have on site. We may also require additional facilities to carry out the Services such as electricity. You will observe and comply with the latest Health and Safety at Work Legislation and ensure that the site is safe and without risk to the health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.
- 3.2 Until invoice is fully paid, all goods & materials remain the property of Macdonald Air & Electrical.

3.3 Any discrepancies after final job completion, including product or materials may occur further charges if job was completed under original quote as discussed between customer & Macdonald Air & Electrical.

3.4 Any pets/animals are to be secured before work is commenced and are not the responsibility of Macdonald Air & Electrical.

3.5 Any quote including replacements of electrical fittings or air conditioners does not include any repairing to walls or fixtures due to different sizing.

3.6 If a quote is for fault finding and a fault is not found and the air conditioner or electrical circuit is operating correctly, the customer is still liable for all quote charges.

3.7 Drain pumps do emit a slight noise when the float is triggered. This operates for a few seconds each time. The noise is minimal and we use the quietest pumps on the market.

3.8 Replacing circuit breakers and fuses to RCD safety switches may result in earth faults within circuits. This is not included in this quote to rectify the work. If additional work is required a detailed report will be given of any findings. These faults are usually a sign of incorrect or damaged wiring prior to safety switches being installed.

3.9 Replacing main PC boards may indicate another fault in the system. However, this rarely occurs. This cannot be diagnosed until the main board has supplied power to the rest of the system. This may incur additional charges for additional parts. Spare parts, including PC boards have a strict no return policy. If the spare part or PC board has not rectified the issue, you will be advised of the best solution and/or costs for additional parts. The customer will still be liable for the full costs of the original spare parts or PC boards as per quote.

3.10 Any electrical products purchased by Macdonald Air & Electrical for the customer ie: ceiling fans or lights will require a deposit. Change of mind will not refund the deposit as some wholesalers do not return items.

3.11 If the customer requests the work on the quote to be completed over separate days, each return trip will incur a call out fee.

3.12 We accept no responsibility to existing roof damage or underlying issues resulting in mounting of solar panels.

3.13 If the power is isolated and a circuit breaker or safety switch fails and does not switch back on the customer will be charged a standard replacement cost.

3.14 If there is any previous damage or patch work to a wall or ceiling, where an electrical or air conditioner component is being installed and the wall chips, cracks or breaks, Macdonald Air & Electrical is not liable for any repairs.

3.15 Condensation drains for indoor units will be run in conduit. If the customer wants the drain to be plumbed into a down pipe, this needs to be discussed prior to work commencing. Outdoor unit drains do not produce condensation water on cooling, only heating. If the outdoor unit drain is to be included, additional charges will apply.

3.16 If asbestos is found onsite and is required to be cut for our work to go ahead, the customer is responsible for the costs of an asbestos contractor.

4.0 WARRANTY

4.1 We will take reasonable care of the Customer's Equipment whilst it is in our custody and make good any loss damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Equipment.

4.2 Unless otherwise agreed, we will rectify defective work and /or defective materials notified to us in writing within six months of the completion of the work and liability for defective work and/or defective materials is limited to the invoice value thereof. We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.

4.3 Service under warranty shall only be available between the hours of 7.00am to 4.00pm Monday to Friday excluding public holidays. Warranty does not include routine maintenance service including filter cleaning, rectification of faults arising from power failure, misuse of equipment, lack of routine maintenance or operator error.

4.4 Installation warranty; a guarantee of workmanship and materials on new installations for a period of 5 years for electrical and air conditioning and 10 years for solar installations whereby Macdonald Air & Electrical will repair the product in the event of any defect.

4.5 The Customer must provide proof of purchase to make a claim under any warranty.

4.6 Warranty on new air conditioning units and new parts are subject to the manufacturer's warranty. However, where permissible by law, the customer must pay for all work undertaken in carrying out a repair if the manufacturer's assessment determines the claim does not fall within the manufacturer's warranty terms.

4.7 Once work is completed, if additional work is carried out by another contractor it will void our warranty on work that has been completed by Macdonald Air & Electrical.

5.0 TERMS OF PAYMENT

5.1 Invoices that are not settled within 7 days from the date of issued will be deemed a payment default.

5.2 A late payment fee of \$22.50 will occur on day 1 of an overdue invoice and an additional \$22.50 on each 7 days after invoice payment date.

5.3 Payment can be made by cash, credit card, direct credit, or by any other method as agreed to between the Customer and the Company.

5.4 Payments made by credit card will occur a 2.2% fee.

5.5 For full builds payment schedule is to be 50% payable upon quote acceptance, 25% payable before fit off and remainder upon job completion.

5.6 For large commercial air conditioning and solar systems , payment schedule is to be 75% payable before ordering of systems and remainder upon job completion.

5.7 If the customer fails to make payment after 21 days from original invoice, they will be liable for all costs relating to any action taken by Macdonald Air & Electrical to recover moneys or goods due from the Customer including, but not limited to, any legal costs and disbursements on a solicitor-client basis.

5.8 A deposit is required before any ordering of Solar, special air conditioner parts or electrical fittings and is non refundable.

5.9 Solar Small-scale Technology certificates (STC`s) are to be signed over to Macdonald Air & Electrical, unless stated otherwise.

5.10 Once the contract is signed, any variations to the system design must be documented and signed off by the consumer prior to installation.

5.11 a) If the variation of works has changed significantly to the quoted works and has not been signed, the customer will be entitled to a full refund.

b) the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably within the Signatory's control, and the consumer does not consent to a revised time frame;

c) the Signatory acting on behalf of the consumer to obtain grid connection approval does not do so prior to installation, and the consumer does not receive approval from the distributor to connect a system;

d) extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by the Signatory and the consumer does not consent to these additional costs.

6.0 PRIVACY ACT 1988

6.1 The Customer hereby acknowledges that:

(i) Macdonald Air & Electrical collects personal information such as contact details and holds such information for seven (7) years. The purpose of the collection of personal information is only for internal use.

6.2 The Customer hereby agrees:

(i) That, in the event of default of payment of any of their debts, Macdonald Air & Electrical may disclose all information relating to the Customer's account to its collection agency for the purpose of receiving any or all amounts outstanding.

(ii) Acceptance of the quote confirms the customer accepts Macdonald Air & Electrical terms and conditions.

- All work will be wired in accordance with AS-NZS3000-2018
- We suggest annual maintenance of your air conditioner. Dirty air conditioners can affect its performance & efficiency. It may also void your warranty.

- Our company uses high grade quality materials. Remember poor workmanship is remembered long after the cheap price has been forgotten.
- If the following issues delay in the completion of the job timeframe, Macdonald Air & Electrical reserve the right to fast track an invoice due to wet weather, rule changes, delay due to the builder or other trade services, supply issues or natural disasters. This is to cover cost of consumables and time.
- All complaints are to be emailed through to our office at info@macdonaldsae.com.au all complaints will be logged and will be available to the customer and staff. Responses will be made within 3 business days.

Accepted by:

Signature of customer

Date