



Terms & Conditions of Trade

Cellar Maintenance Australia Pty Ltd, A.B.N. 20 098 271 955

1. IN CONSIDERATION of Cellar Maintenance Australia Pty Ltd (hereinafter called the "Supplier") supplying products to and at the direction of the Applicants and for the Trading Entity (hereinafter called "the Customer"). The Customer shall pay the price specified in the quote and the following Terms and Conditions shall bind the parties.
2. **Issue** – this issue replaces all previous issues & is valid for all new estimates, quotes & contracts until replaced with the next issue
3. **Regulation** – law requires equipment containing inert or refrigeration gases to be installed & commissioned by appropriately licensed tradespersons
4. **General** - Unless agreed otherwise in writing the following applies to all orders placed on & accepted by us whether written or verbal; no other terms, in part or whole, other than statute, form part of a contract with us & in the case where a Customer attempts to enter other terms during the normal administrative "paper chase" process such attempts are not to be read as "contra offers" leaving our terms as issued with our quote/order confirmation as the agreed terms of contract upon which our pricing was formed & as such if a Court subsequently decides another term or set of terms apply we reserve the right to then adjust our selling price in the contract to reflect any changed terms &/or conditions
5. **Quotes** – are valid for 30 working days from the date of the quote but we reserve the right to reasonably correct pricing at any time for: a) any errors (*clerical, mathematical, typographical, omission, etc.*) or
 - b) changes in equipment (*types, rating, etc.*) supplied or
 - c) changes in materials (*types, quantities, finishes, etc.*) used or
 - d) changes in supplier's prices to us including after order confirmation by us
6. **Replacement systems/equipment** – quotes for replacement systems, part or equipment will not include the cost of prior work done which will be charged for separately: where only a part of an installation is replaced any warranty offered shall be limited to the replacement part only
7. **Stock Availability** - Some items may not be in stock at time of placing order. One of our sales consultants will contact the purchaser within 48 hours to confirm delivery time & stock availability. Waiting times for goods can vary from 1-2 days & up until 6-8 weeks in some cases.
8. **Orders** - Customers are advised to confirm orders on us in writing & note that a contract with us is formed under our terms when either we issue a written formal Order Confirmation or the Customer accepts a date from us to attend their nominated premises at which the supply of goods &/or services by us is most likely to take place
9. **Cancellation** – by the Customer must be made in writing & is only effective when a formal written confirmation has been issued by us: cancellation will be subject to a charge, the greater of pro rata to the work done to date plus 15% or 15% of contract value whichever is the greater
10. **Variations** – goods/services will be supplied as specified in our quote/order confirmation (*excepting for reasonable substitutes made at our discretion*), accordingly we reserve the right to reasonably alter the contract price for any variation howsoever caused: any change in the scope of works, no matter how small, no matter whether they are to be charged or not, must be recorded in writing by both parties no later than the next working day
11. **Unforeseen work** – due to the nature of our work it is not always possible to fully predict all work associated with the scope of works quoted & in such circumstances we reserve the right to make reasonable additional charges for such extra work should this occur
12. **Working hours** - all work quoted is for work done during normal working hours (*usually 06:00-16:00 hrs during normal working days*); if for whatever reason work is done outside of normal working hours the Customer may be charged extra accordingly
13. **Access & continuity** – must be unhindered & uninterrupted & include the supply of safe electrical power
14. **Time is not of the essence** – we will endeavour to meet all reasonable deadlines but "time will not be of the essence" in our contracts
15. **Payment by the customer** – is upon demand with payment itself being made by return or for approved account holders as shown on each invoice: a deposit & progress payment/s may be required: given Queensland's title laws payment for equipment may be required prior to equipment delivery to site: late payment fees will apply and any discounts removed if payment is not made within payment terms and all debt recovery costs including in house administration costs will be passed on to the customer, payment may not be withheld for any reason: goods not removed from stock within 30 days will attract storage fees
16. **Payment Method:** Payment will be cheque, cash, direct deposit, credit card (MasterCard/Visa), unless otherwise agreed in writing. The client will pay Cellar maintenance Australia the proceeds of the invoice within the terms stated on the account. Credit card payments will attract a 2% processing fee.
17. **Title & Risk** – title passes upon payment in full with cleared funds but risk passes upon arrival of goods at the Customer's site
18. **Construction sites** – for new buildings we usually install interconnecting pipes & cables during the construction period; if these are damaged or building configurations changed either resulting in additional work by us the cost of the extra work will be charged to the Customer: Customers or their nominated agent (*eg. Builder*) are required to give us reasonable written notice for timely access for us to undertake works at the appropriate stage of construction: we cannot accept responsibility or liability for delays or re-work where reasonable written notice was not given: Customers alleging damage in any form by us must notify us in writing immediately & give us reasonable management access & time to view the allegation – no liability under any circumstances by us will be accepted without our prior formal inspection & subsequent written acceptance of our liability therein
19. **Completion** – upon completion of installation work it is normal to carry out a full function test: to do this electrical power needs to be available & it is the Customer's responsibility to ensure power is available at this time; if electrical power is not available at this time & an additional site visit to do these tests is required the cost of the additional visit will be charged to the Customer
20. **Warranty** – commences at the date of our final invoice:- for a period of 12 months (against faulty workmanship & for a period as per each equipment (or part) manufacturer's terms of warranty, equipment must be installed & regularly serviced by a licensed operator to validate warranty: sometimes manufacturer's warranty does not cover all costs for warranty repair & when this occurs we will charge the difference: processing warranty claims with manufacturers for equipment supplied & installed by us is free of charge otherwise a nominal fee applies: "no fault found" attendances, "no one there", late appointment cancellation, installation not by us & maintenance issues fall outside of warranty & will be charged to the Customer in accordance with our prevailing tariffs: all warranty work is done during normal business hours: we reserve the right to unequivocally determine qualification for warranty & any work done by us is deemed fully chargeable until formally confirmed otherwise in writing by us
21. **Unauthorised work** – any work undertaken by others on, or any signs of tampering with, the installation &/or equipment will invalidate warranty
22. **Losses** – our liability is limited to the repair of product &/or service supplied by us & excludes consequential losses howsoever caused
23. **Comments/statements made by our employees & subcontractors** – do not necessarily reflect matters of fact or be representative of the total position & therefore must not be relied upon: only written documentation signed by a Director of this Company must be taken as authoritative
24. **Complaints** – any complaint against us must be made in writing, addressed to our Managing Director, within 5 working days of the cause of complaint arising (*by law a dispute on an invoice must be made in writing within 14 days of the date of the invoice*)
25. **Workplace Health & Safety** – we are responsible for ensuring our Employees & Sub-contractors work safely & within Regulations however there are obligations on Customers including, but not limited to, advising us in advance of any potential risks: unless specified in the quote our quotes exclude, if directed by safety Regulations, cost of equipment for access/heavy lifting gear, additional trades & temporary cooling for areas such as roof spaces

Acceptance of Sale

By placing an official order with Cellar maintenance Australia implies that you as the purchaser agree to all our terms & conditions of sales as listed above. Please contact us direct if you have any further enquires before ordering any goods