

TERMS AND CONDITIONS:

Definitions

Greener Race – Greener Race Pty Ltd ABN 33 633 624 423

Customer, You – The person, or authorised representative as detailed in the quotation

Due Period-Seven days after completion of service or installation.

Installation- Installation of brand new air conditioning and refrigeration appliances, pipework, control systems, ducting, support systems.

Service, - Licensed repair work on existing systems, goods and materials and reinstallation, relocation of used systems.

ServiceM8 – Job management software allowing for electronic execution of contract

Swapout – Swapping an existing system and replacing with a new system, using both existing materials and replacing with new as needed.

System, goods, materials - Air conditioning and refrigeration appliances, components, controls, parts, refrigerant gas, hardware.

1. **Standard of work.** Materials and workmanship will confirm to The Competition and Consumer Act 2010, Australian standards, namely AS3000 wiring rules and the refrigerant handling code of practice,.
2. **Warranty of workmanship.** Greener Race warrants that the completed work will be reasonably fit for purpose. Any defects or faults in Greener Race workmanship notified to Greener Race in writing within 24 months of installation or 24 months of swap out or 3 months of service shall be made good by Greener Race.
3. **Warranty of system.** Materials used in the system are covered by manufacture warranties. If required Greener Race will attempt to contact the manufacturer or supplier and arrange for that manufacturer or supplier to evaluate if the material is covered by that manufactures warranty period and conditions. Greener Race offers no warranty and accepts no liability for the system.
4. **Maintenance of Systems.** To meet some manufactures warranty conditions regular maintenance maybe required. Greener Race will advise you when your system is due for maintenance via sms or email, you are under no obligation to have your maintenance completed by Greener Race.
5. **Greener Race** will provide, in accordance with their Quotation, the system and or service as outlined in the Job Description or Material Description sections of the attached Quote number
6. **Contract Price.** is listed in Job Description or Description sections, in the case when multiple options are listed in the Job Description then the chosen option will be defined in the the Material Description section and this will be the contract price.
7. **Price Intention.** The contract price is intended to include all reasonable installation costs. It assumes safe access and egress, adequate power is available within a reasonable distance from the system, and that adequate roof space is available to run ducting, refrigeration piping and electrical cable. Additional charges will not be incurred without prior consultation with the customer.
8. **Deposit.** Any Customer without a valid trade account will require an initial deposit of 30% of the contract value with order for installations,
9. **Payments.** The balance owed shall be paid within seven days of completion. No warranty work, repairs or alterations will be carried out by Greener Race until the balance has been paid in full. Any amounts not paid in within the due period will accrue interest at a rate of 2.5% per month.
10. **Retention to title.** Greener Race shall retain title of all goods and materials until the balance is paid in full.
11. **Debt collection.** You the Customer accept liability and agree to pay all all fees in the recovery of unpaid balances.
12. **General.** Notwithstanding anything herein contained Grenner Race shall not be responsible for any loss, damage or delay caused by war, strikes, lockouts, shortage, hinderance, delay of or inability to obtain materials or labour, fire, flood or drought, or any other acts of God or nature, or by any other cause beyond it's control.
13. **Installation in accordance with Customers instructions.** Greener Race will install the system in accordance with the customers instructions as noted overleaf, to the best of their ability and with structural impediments considered, to maximise performance. Any amendments must be agreed by a Greener Race supervisor and the customer, or their representative, on the day of installation. Greener Race does not accept liability for being misinformed by conflicting instructions at the time of installation by the customer or their representative. Disputes relating to the installation must be put in writing by the customer to Greener Race within 14 days of the installation.
14. **Checking of Details.** It is the customers responsibility to check the the details of this contract are in accordance with their requirements before proceeding with this contract
15. **No refund policy.** Greener Race will not refund or exchange systems or installations or services.
16. **Validation of the Contract on site.** Greener Race will confirm the above conditions and specification. In the event that Greener Race can not install or repair the system because it contravenes the AS300 wiring rules, The Western Autralian Distribution Connections Manual, The W.A Electrical Requirements, Australian Standards, The Building Code of Australia, Local Requirements, Refrigerant Handling Code of practices, The Competition and Consumer Act 2010, Occupational Health and Safety Act 1984, Greener Race will offer alternative solutions with a revised quote. The new price will be agreed upon prior to commencement of works. The customers representative on site is responsible for the new contract.
17. **Cancellation of Agreement.** A restocking fee of 10% of the agreement value shall apply should this agreement be cancelled by the customer prior to installation, swapout or service. The restocking fee shall be deducted from the customers deposit before its return.
18. **Contract Execution.** This contract is deemed to have been agreed upon by the customer and be valid when the customer accepts via email, sms, servicem8 or the deposit is received by Greener Race