



Standard Supply and Install Terms and Conditions for **Anchor Electric and Air Pty Ltd** (ABN – 79 664 613 674)

- Electrical contractors' licence #90504

1. Incorporation

These terms and conditions govern every contract for the sale of Goods and/or the provision of Services by Anchor Electric and Air Pty Ltd to the Customer which constitute all the terms agreed between them to the exclusion of all other terms (the **Terms**).

No modification to these Terms, whether put forward in the Customer's purchase order or otherwise shall bind Anchor Electric and Air unless agreed to in writing by its authorised employee.

These Terms supersede any terms and conditions which have previously governed contracts for the sale of Goods and Services by Anchor Electric and Air Pty Ltd to the Customer.

2. Payment

The supply of all goods and services is strictly COD unless otherwise agreed to a maximum of net 21 days from the date of invoice.

If payment remains outstanding after the due date, a late fee of **\$50** may be added to your invoice at our discretion.

We reserve the right to charge **5%** compounding interest on a monthly basis for overdue accounts.

Debt Collection costs may be added to invoices that remain outstanding for over **30 days** from the due date.

3. Deposits and progress invoices

Some jobs may require a deposit before work commences.

If a deposit invoice is sent and remains unpaid before the work commences, we reserve the right to halt work until payment is made. We also reserve the right to cancel the contract entirely, if payment is late or delayed.

Progress invoices are claims for work done on site, before the entire job is completed. This covers labour and materials for work done to date. The cost of materials and the amount of time spent on your job will dictate whether you will be sent progress invoices.

As part of our agreement, you accept to pay these progress invoices when they are due. You understand that you cannot withhold payment for any reason.

If for any reason work has paused on your job, you can request an invoice to settle the account by calling the office.

We reserve the right to stop work if progress payments have not been made.

4. Quotations and Prices

We are always happy and willing to provide you a free quotation upon request.

Any written or verbal quotation given by Anchor Electric and Air Pty Ltd is a mere invitation to treat and does not constitute a contractual offer. All quotations hold for 30 (thirty) days after issue, however, Anchor Electric and Air Pty Ltd may withdraw a quotation at any time.

Prices included in the quotation are based on the specification, drawings and/or requests by the Customer. Should the Customer's request change, then Anchor Electric and Air reserves the right to vary the quotation price.

All quoted prices are exclusive of GST unless otherwise stated.

Item	Price	Description
Technician-Tradesperson/Electrician		If hourly time will be charged in 30min increments inclusive of time spent doing paperwork on site.
Minim Charge	\$140	<ul style="list-style-type: none"> - Up to 30 minutes travel - First 30min on site - Electrical Certificate of compliance (COC) if required - Fuel - Admin - Quotes and invoices - Licenses and training - Insurance - Document, warranty, and photo keeping - Minimum charge will be charged once per job or day of work
Job line items		Job items will be discussed prior to commencement of works and will be in addition to the minimum charge. Line items will include all materials, labour and business expenses
Vehicle Service fees, Parking/Travel.	\$1.20 per Km plus hourly rate	This charge is used to cover the cost of running our vehicles. If while undertaking work for you, we are required to pay for parking or any other vehicle travel costs, these will be passed on to you.
After Hours callout minimum charge	\$380	We define our normal hours of business from 7.00am-3.00pm Monday to Friday. Work done outside of these hours is subject to an afterhours call out fee.
Additional Travel to the Job Site	As per labour rates above	If it takes longer than 30 minutes to travel to your job, the cost of this additional travel time may be charged to you.

5. Cancellation and Reschedule of appointments

We are always happy and willing to reschedule an appointment free of charge.

If you need to cancel your appointment, you must provide us with at least 24 hours' notice.

A cancellation fee may apply to appointments that are not cancelled within 24 hours of your appointment.

The cancellation fee is \$50.

6. Additional Terms and Charges

- a) It is the customers responsibility to move any furniture, paintings, cupboards etc that will be in the way of the job, or prevent contractors accessing the work in a safe manner. Our contractors will, on their discretion, help with moving of furniture, but in no way be liable of any damages that may result.
- b) If, in the course of a job, you ask us to do work which falls outside of normal working hours, we will have to charge you additional fees. If it has been arranged as a call-out, call-out fees will be applied. If not, additional fees will be applied to cover the overtime rates
- c) Installation vehicle, equipment and installation team must have clear and unhindered access to the site and internal/external location.

7. Additional Terms relating to Aircon Installation

- a) With standard pricing head unit will be mounted on a perimeter wall with nothing under the head unit (windows etc) – (unless quoted otherwise e.g., side exit or up and over)
- b) Up to 2m ducting and 3m piping supplied with standard pricing
- c) Wall is either single brick, wood, or fibro, If the wall is Concrete or Besser-brick or double brick, core drilling fees apply (\$200 + GST)
- d) No liability will be taken for vibration of walls due to the outdoor compressor being mounted on brackets
- e) (2.5kw to 5.4kw) Wired to general power circuit, (5kw to 9kw) Wired to switchboard, via safety switch protection
- f) If the piping has to be reused as its run internally run and not accessible, we do not warrant the existing piping or drainage in any way.
- g) Roof space to be accessible if running power, under house wiring installation may have extras applied
- h) Rubber pads will be supplied for hard, flat surfaces otherwise (poly slab bases are \$48, wall brackets \$90 extra
- i) When running piping behind the outdoor unit, piping / cabling will be zip tied to the back of the unit unless notified otherwise.
- j) Drainage will be run up to 4m, from head unit or extra time + materials may be quoted for
- k) We will refuse installation if we suspect inside or outside walls are made of asbestos, it is the owners or managing agents responsibility to do relevant testing to make sure the walls are asbestos free, we will do our best not to ever disturb asbestos walls on purpose, if this happens by accident, we accept no liability. (We do have a registered asbestos company that can help with the installation at an additional cost to be quoted)

8. Delivery

The times quoted for delivery are estimates only and Anchor Electric and Air Pty Ltd accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of Anchor Electric and Air Pty Ltd.

Risk in the Goods passes on delivery to the Customer.

9. Anchor Electric and Air's Warranty and Claims

Service under warranty shall only be available between the hours of 7:00am to 3:00pm Monday to Friday, and excludes public holidays, and 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.

Warranty for the purpose of this clause is either:

a) Installation warranty; a guarantee of workmanship and associated materials on new installations for a period of 12 (twelve) months whereby Anchor Electric and Air Pty Ltd will repair the product in the event of any defect,

b) Service warranty; a guarantee of workmanship for service repair work for a period of 3 (three) months where the works will be performed again in the event of any defects associated with the initial service work.

All costs of freight and travelling expenses associated with making a claim under this warranty are to be paid by the Customer.

The Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a "major failure" and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a "major failure".

The benefits to you are given by Anchor Electric and Air's Pty Ltd, warranty are in addition to other rights and remedies that you may have under law in relation to the products to which this warranty relates.

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.

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

10. Retention of Title

All equipment supplied and installed by Anchor Electric and Air Pty Ltd remains the property of the Company until all monies outstanding to the Company in connection with these Terms have been paid.

In the event of a default by the Customer, then without prejudice to any other rights which Anchor Electric and Air Pty Ltd may have at law or under this contract:

a) Anchor Electric and Air Pty Ltd or its agents may organise with the Customer to enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.

b) Anchor Electric and Air Pty Ltd may recover and resell the Goods;

If the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, Anchor Electric and Air may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Anchor Electric and Air Pty Ltd and the Customer may be ascertained. Anchor Electric and Air Pty Ltd must promptly return to the Customer any Goods the property of the Customer and Anchor Electric

and Air is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.

In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for Anchor Electric and Air Pty Ltd. Such part will be an amount equal in dollar terms to the amount owed by the Customer to the Anchor Electric and Air Pty Ltd at the time of the receipt of such proceeds. The Customer will pay Anchor Electric and Air such funds held in trust upon the demand of Anchor Electric and Air.

11. Retention Money

Unless otherwise provided in writing, the Consumer shall not be entitled to retain any part of the purchase price by way of retention monies to guarantee satisfactory operation of the equipment supplied and installed.

12. Warranties

Anchor Electric and Air's Pty Ltd liability in respect of a breach of a consumer guarantee for any Goods not of a kind ordinarily acquired for personal, domestic, or household use is limited to the extent permissible by law and at Anchor Electric and Air's Pty Ltd option;

a) in relation to the Goods:

- A. the replacement of the products or the supply of equivalent products;
- B. the repair of the products;
- C. the payment of the cost of replacing the products or of acquiring equivalent products; or
- D. the payment of the cost of having the products repaired.

ii. in relation to the services:

- A. the supply of the services again; or
- B. the payment of the cost of having the services supplied again.

b) To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms and Conditions are excluded and Anchor Electric and Air is not liable in contract, tort (including, without limitation, negligence, or breach of statutory duty) or otherwise to compensate the Customer for:

- i. any increased costs or expenses;
- ii. any loss of profit, revenue, business, contracts, or anticipated savings.
- iii. any loss or expense resulting from a claim by a third party; or
- iv. any special, indirect, or consequential loss or damage of any nature whatsoever caused by Anchor Electric and Air's Pty Ltd failure to complete or delay in completing the order to deliver the Goods.

- c) Any claims to be made against Anchor Electric and Air Pty Ltd for short delivery of Goods must be lodged with Anchor Electric and Air in writing within 7 (seven) days of the delivery date.

13. Indemnity

To the full extent permitted by law, the Customer will indemnify Anchor Electric and Air Pty Ltd and keep Anchor Electric and Air Pty Ltd indemnified from and against any liability and any loss or damage Anchor Electric and Air Pty Ltd may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by the Customer or its representatives.

14. Exclusions

The price agreed herein does not include any expense covering damage arising from hidden or unknown contingencies found at the job site: example – faults or deteriorations of the building structure, pre-existing conditions of the site, heritage, or preservation orders, finding of hazardous substances and the like, unless specifically noted in the tender price.

This excludes the following items and it shall be the responsibility of the Customer to provide the same unless otherwise agreed in writing:

- a) the performing of any building work including (but not limited to) cutting holes, patching, painting, flashing, boxing in;
- b) furring in, plinths or platforms;
- c) metered electrical mains brought to a point adjacent to the equipment as required;
- d) alterations to the switchboard or existing mains supply;
- e) condensate drains brought to a point adjacent to the equipment as required;

15. General

- a) These Terms are to be construed in accordance with the laws from time to time in the State of Queensland and the Commonwealth of Australia.
- b) These Terms contain all the terms of the contract between the parties and may only be varied by agreement in writing between the parties.
- c) Any conditions found to be void, unenforceable or illegal may, to that extent, be severed from these Terms.
- d) No waiver of any of these Terms or failure to exercise a right or remedy by Anchor Electric and Air will be considered to imply or constitute a further waiver by Anchor Electric and Air of the same or any other term, condition, right or remedy.