

## CONDITIONS OF SALE

### SOLE AND BINDING AGREEMENT

- 1.1 The customer hereby agrees to the following terms and conditions.
- 1.2 The following terms and conditions represent the sole and binding agreement and supersede any previous oral and /or written terms and conditions.
- 1.3 This quotation is valid for a period of thirty days from the date of the quotation and has no legal effect thereafter, unless accepted and deposit paid.

### PRICE

- 2.1 The price for the airconditioning unit is a fixed sum.
- 2.2 The price will only include installation if specified in the quotation.

### INSTALLATION DISCRETION

- 3.1 Morphett Airconditioning Pty Ltd, at its absolute discretion, may choose not to install the airconditioning unit if in its judgment there is a risk of damage to the structure of any building as a result of the installation.
- 3.2 Morphett Airconditioning Pty Ltd, at its absolute discretion may choose not to install the air conditioning unit following site inspection.
- 3.3 In the event of Morphett Airconditioning Pty Ltd exercising this discretion, this agreement may be cancelled, and all parties will be released from any present or further obligations.
- 3.4 If there is a risk of structural damage from installation this agreement may be altered to incorporate a supply only agreement for the airconditioning unit.

### PAYMENT

- 4.1 If Morphett Airconditioning supplies the airconditioning unit only, the price for the airconditioning unit is due and payable prior to delivery of the unit.
- 4.2 If this quotation is for the supply and installation of the airconditioning unit, the price is due and payable on the dates specified in the quotation. If no payment dates are specified, then payment becomes due on the day of completion of works.
- 4.3 Morphett Airconditioning Pty Ltd may claim progress payments for installations longer than 30 days. All progress claims are due within 7 days of issue.
- 4.4 The Customer may not delay payment in circumstances where the airconditioning unit has been installed but is not functional.

### FAILURE TO PAY

- 5.1 Any monies due to be paid to Morphett Airconditioning Pty Ltd must be paid within three (3) days of issue of invoice. Failure to comply, will attract an interest rate of 1.5% per day
- 5.2 The customer shall pay all costs and expenses incurred in collecting any outstanding amounts, including legal and collection costs.
- 5.3 In the event of non-payment by the due date, any discounts promotional offers and variations to the normal price for the airconditioning unit and installation are unconditionally withdrawn.
- 5.4 Morphett Airconditioning Pty Ltd is not compelled to perform any future work on an installation or airconditioning unit, even if the airconditioning unit is not functioning if any amounts are outstanding by the customer.

### TITLE AND RISK IN GOODS

- 6.1 Risk in the Equipment passes to the customer upon its delivery.
- 6.2 Title in the airconditioning unit passes to the customer upon the payment of the full price in accordance with the agreement.
- 6.3 The customer will remain as bailee of the airconditioning unit until full payment, and is responsible for any loss or damage to the airconditioning unit.
- 6.4 The customer will not remove the airconditioning unit from the place in which it is installed until full payment has been made.
- 6.5 The customer grants Morphett Airconditioning Pty Ltd an irrevocable license to permit its authorised agents to enter upon the land where the airconditioning unit is installed and remove the airconditioning unit in the event payment has not been made.

### GOVERNMENT CHARGES

- 7.1 All prices are inclusive of GST. Should any other tax, fee, levy or duty be imposed by any Government body (State or Federal) on the sale and or supply of the airconditioning unit then such tax, fee or levy shall be paid by the Customer in addition to the price.

### LAW

- 8.1 This agreement shall be governed and construed in accordance with the laws of South Australia and any dispute shall be determined by the courts of or having jurisdiction in South Australia.

### DAMAGES

- 9.1 Morphett Airconditioning Pty Ltd shall not be responsible for any consequential losses or damages as a result of this agreement.
- 9.2 The liability of Morphett Airconditioning in respect of any claim by the customer regarding the airconditioning unit or its installation shall, unless prohibited by law: Be limited to repairing or replacing the airconditioning unit as determined by Morphett Airconditioning Pty Ltd.

### INSTALLATION

- 10.1 This agreement is for installation as specified by the customer prior to entering into this agreement. The customer shall notify Morphett Airconditioning Pty Ltd in writing of the location of the airconditioning unit, and air vents.
- 10.2 Should the customer fail to specify in writing to Morphett Airconditioning Pty Ltd the location of the unit and air vents then the final position of these components will then be at the absolute discretion of the installer.
- 10.3 Any variation as to the location of these components shall be a variation to the agreement, and the customer agrees to pay for such variations.
- 10.4 It shall be the sole responsibility of the Customer to ascertain whether the position chosen for the installation of the airconditioning unit will cause any noise disturbance or level which is in breach of any law. Morphett Airconditioning Pty

Ltd shall not be responsible for any loss damage or expense incurred as a consequence of the positioning of the airconditioning unit in so far as any noise disturbance or level is concerned.

**SEVERANCE**

- 11.1 In the event of any one of these provisions being held to be unenforceable, then it shall be severed without affecting any of the remaining terms and conditions.

**TWO OR MORE CUSTOMERS**

- 12.1 Where there is more than one person named as the customer then each person so named shall be severally and jointly with the other person so named bound by and liable to Morphett Airconditioning Pty Ltd under these conditions.

**DEFINITIONS**

- 13.1 "Customer" means the person/ persons as stipulated in this quotation.  
"Installation" means the installation of the airconditioning unit described in the quotation.  
"Person" includes a body corporate.  
"the airconditioning unit" means the airconditioning unit described in the quotation together with associated components of installation.  
Words denoting the singular include the plural  
Words denoting the gender shall include all genders.  
Headings are for convenience only and so do not affect interpretation.

Sign: \_\_\_\_\_

Date: \_\_\_\_\_