

# Maxitech Electrical Services

## TERMS & CONDITIONS

Unless otherwise stipulated by Maxitech Electrical Services the client is deemed to accept the installation of a Maxitech Air Conditioning System upon the following terms and conditions.

### 1. In these terms and conditions, unless on the contrary appears:

- A. 'MAXITECH ELECTRICAL SERVICES' means the company that will be responsible for the installation of the air conditioning system.
- B. 'THE CUSTOMER' means the person, persons or company named overleaf.
- C. 'TOTAL AMOUNT PAYABLE' means the amount payable by the customer to Maxitech Electrical Services in respect to the installation of a Maxitech Air Conditioning System at the premises.
- D. 'PREMISES' means the premises at the address of installation noted overleaf at which the Maxitech Air Conditioning System is to be installed.
- E. 'COMMISSIONING' means the connection and start up of the Maxitech Electrical Services Air Conditioning System.
- F. 'BALANCE OWING' means the installation price payable by the customer to Maxitech Electrical Services on the commissioning date of the Maxitech Air Conditioning System at the premises.
- G. 'MAXITECH AIR CONDITIONING SYSTEM' means the air conditioning system comprising of the equipment itemized on the attached Sales Order form to be installed at the premises.
- H. 'INSTALLATION DATE' means the date on which the customer and Maxitech Electrical Services have agreed upon for the installation of the Maxitech Air Conditioning System or part thereof to accrue.
- I. 'PAYMENT OF 10% INITIAL OF CONTRACT' means at the initial signing of the contract a payment of 10% must be received by Maxitech Electrical Services.
- J. 'PROGRESS PAYMENT OF 50% OF CONTRACT' means that 50% of remaining payment on contract is to be paid at the end of the roughing in of ducts and equipment in the construction stage.
- K. 'FINAL PAYMENT OF CONTRACT' means full payment to be paid to Maxitech Electrical Services before commissioning of the Maxitech Air Conditioning System.

### 2. INSTALLATION

- A. Maxitech Electrical Services agrees to install the Maxitech Air Conditioning System at the premises in the configuration agreed by the customer for the installation price which the customer will pay upon the commissioning of the Air Conditioning System.
- B. Maxitech Electrical Services has the right to charge the customer an interest rate of 25% per annum on the balance owing, should the customer not have the final payment upon commissioning of the Maxitech Air Conditioning System.
- C. The Maxitech Air Conditioning System and all parts thereof shall remain the property of Maxitech Electrical Services until all monies owing to Maxitech Electrical Services have been paid.
- D. The customer acknowledges if this agreement is terminated pursuant to sub clause (A), (B) or (C) above, Maxitech Electrical Services shall be entitled to enter the Premises without notice or without liability for trespass or any result in damage (whether the customer is in possession of the Premises or not) and repossess the Maxitech Air Conditioning system and Maxitech Electrical Services shall not be responsible for any damage to or making good of the Premises arising in the course of such removal.
- E. The customer acknowledges that if Maxitech Electrical Services exercises its rights to repossess the Maxitech Air Conditioning System pursuant to sub clause (D) above, the customer shall be liable for all costs that were incurred by Maxitech Electrical Services in relation to legal costs, labour costs, materials and any other costs or fees which may arise from such action.
- F. Maxitech Electrical Services warrants to hold from passing any price rises from the Total Installation Price to the customer for thirty (30) days from the agreement date set overleaf. Commencing on thirty (30) days from the agreement date the customer agrees to pay Maxitech Electrical Services for any price rises that may accrue.
- G. The customer acknowledges that if for any reason whatsoever they postpone or cancel the installation of the Maxitech Air Conditioning System or the rough-in of the Maxitech Air Conditioning System or terminate this agreement within five (5) days of the installation date, a penalty of \$500.00 will apply.
- H. Maxitech Electrical Services does not accept any responsibility for the placement or positioning of the Maxitech Air Conditioning System in regards to noise levels, damage to property, personal injury, proper operation of the system or any council or strata restrictions that may apply and as such are not liable for any costs or fines or for the repositioning of the Maxitech Air Conditioning System.
- I. The Customer acknowledges that it has not relied upon the skills or judgement of Maxitech Electrical Services in deciding whether the installation of the Maxitech Air Conditioning System selected by the Customer are reasonable fit for any particular purpose.
- J. The customer is responsible to ensure that any cheque paid to Maxitech Electrical Services is not returned unpaid by the bankers. Should any cheque be returned to Maxitech Electrical Services unpaid the customer is responsible for the associated cost being \$100.00 bank returned cheque fee plus a \$100.00 administration fee.
- K. Any payment made to Maxitech Electrical Services by credit card will incur a 10% surcharge. And payment must not exceed \$2000.00
- L. If Maxitech Electrical Services is to perform a rough-in of an Maxitech Air Conditioning System for the customer, a payment of 50% of the Total Amount Payable must be received by Maxitech Electrical Services prior to the rough-in date.
- M. Maxitech Electrical Services is not responsible for the building of any duct boxing unless stipulated overleaf.
- N. Regular filter cleaning, Painting and skirting to all duct boxes built by Maxitech Electrical Services shall be the responsibility of the Customer.
- O. Maxitech Electrical Services will not accept liabilities or responsibilities for any work it has not conducted, installed or supply in relation to duct work, air flow, electrical work, refrigeration work, or anything else in conjunction with the installation of the Maxitech Air Conditioning System and there fore will not cover such under any of the warranties that is given to the customer.

### 3. WARRANTY

(A) The following warranty applies to the installation of your air conditioning system.

- 1. Maxitech Air Conditioning System covered by manufactures warranty under their terms and conditions.
- 2. Labour for a period of 12 (twelve) months.
- 3. Ducting covered for 5 (five) years under the manufacturers terms and conditions.
- 4. Zone motors covered for 12 (twelve) months under the manufactures terms and conditions.

(B) The Customer hereby indemnifies Maxitech Electrical Services against all claims and expenses made against or incurred by Maxitech Electrical Services in respect of;

- 1. Any injury to persons or damage to property caused by or in connection with or arising out of the installation of the Maxitech Air Conditioning System in relation to the Premises.
- 2. Any breach by the Customer of this agreement.
- 3. Any damage to the Maxitech Air Conditioning System (including fire and fusion) not due to the fault of Maxitech Electrical Services.
- 4. Maxitech Electrical Services exercises its rights under clause 2 (D) of this agreement.

By signing the Quote/Sales Order Form I agree that I have read and understood the terms and conditions and agree to be bound by same.

### SPECIAL NOTES:

**ONCE A QUOTE HAS BEEN SIGNED, THIS THEN BECOMES A CONTRACT. ALL EQUIPMENT INSTALLED ON SITE REMAINS THE PROPERTY OF THE CONTRACTOR UNTIL TOTAL PRICE IS PAID AND CAN BE RECLAIMED WITHOUT CONSENT.**

**AIR CONDITIONING UNIT WIL NOT BE COMMISSIONED UNTIL FULL AMOUNT OF CONTRACT HAS BEEN PAID.**