

Terms & Conditions – EnviroTemp

ISSUED BY ENERGYAUSTRALIA HOME SERVICES PTY LTD
ABN 43 095 759 881 (“EnergyAustralia”)

1. Parties

This Contract is between:

- (a) EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881), who agrees to supply and install the Product at your premises (the Site) (in this Contract referred to as “EnergyAustralia”, “we”, “our” or “us”); and
- (b) You, the customer to whom this Contract applies (in this Contract referred to as “you” or “your”).

2. Terms and Conditions

- (a) These Contract terms and conditions set out the general terms and conditions relating to the supply and installation of the Product by EnergyAustralia.
- (b) This Contract commences on the Start Date, which is the date you accept the terms of supply and installation by giving the Installer your verbal acceptance of the Quote.
- (c) Any capitalised terms used in these terms and conditions have the meaning given in clause 18.

3. Quote

- (a) The Installer will provide you with a verbal Quote for supply and installation of the Product which it will confirm by email shortly following the telephone call.
- (b) The emailed Quote will set out:
 - (i) your name and the premises address (the Site);
 - (ii) the air conditioning system at your premises into which the Product will be installed (the System);
 - (iii) the scheduled installation date and time (the Scheduled Installation Date); and
 - (iv) the price quoted for supply and installation of the product (the Price).
- (c) The Quote relates solely to the purchase and installation of the Product and is completely separate to an energy bill.

4. Cooling-Off

- (a) You have the right to cancel this Contract within 72 hours from the time you receive the Quote, referred to as the Cooling-Off Period.
- (b) You may exercise your right to cancel this Contract within the Cooling-Off Period even though you agreed to or accepted this Contract.
- (c) You may cancel this Contract within the Cooling-Off Period by informing the Installer either orally or in writing of your intention to cancel this Contract. If you do so, this Contract will end immediately.
- (d) Upon request, we will provide you with a copy of our record of your cancellation at no charge.

5. Price

- (a) You must pay EnergyAustralia the Price following completion of the installation.
- (b) If you have been notified by us of your successful application for the EnergyAustralia Payment Plan, there is no need to directly pay the EnergyAustralia invoice, payments will be made via direct debits in accordance with the terms of the EnergyAustralia Payment Plan.
- (c) If you have not applied for the EnergyAustralia Payment Plan, or your application has been declined, you must pay the Price within 30 Business Days of us issuing you an invoice.
- (d) If paying the Price as a lump sum, payment must be made via Credit Card (Master Card or VISA), or through Electronic Funds transfer to:
 - Bank: National Australia Bank
 - Name: EnergyAustralia Pty Ltd Revenue Account
 - BSB: 083-001
 - Acct No: 53-505-2886
 - Payment Reference: Supplied on the invoice.

6. Risk and ownership

- (a) Ownership and title to the Product will pass to you upon full payment of the Price.
- (b) EnergyAustralia is responsible for all risks associated with transport, supply and installation of the Product until such time as the Product is installed at the Site, at which time such risks will pass to you.

7. Your obligations

- (a) You must be present at the Site at all times during the installation.
- (b) You must provide the Installer with sufficient access to the Site and, to the extent that it is within your power, all other areas reasonably required by the Installer to install the Product at

the Site.

- (c) If you do not own the Site on which you seek to install the Product, you agree that you will obtain all necessary consents from the owner before the scheduled installation date for the Product.
- (d) You must ensure that the Site complies with electricity standards imposed by law prior to the Installer commencing the installation of the Product. If the Site does not comply with electricity standards imposed by law, you must arrange (at your cost) for a qualified electrician to rectify the fault(s). This may involve:
 - (i) rectifying inadequate existing electrical supply;
 - (ii) installing a safety switch;
 - (iii) upgrading a switchboard;
 - (iv) upgrading of meter panel board; or
 - (v) works to the meter box where a meter box is non-compliant.
- (e) If you do not comply with any of your obligations set out in this clause 7, the Installer may give you notice requiring you to remedy that breach within a reasonable period specified in the notice. If you do not remedy the breach within that period, then we may in our sole discretion terminate this Contract and you will not be charged.

8. EnergyAustralia's obligations

- (a) We will arrange for the provision of the Standard Installation Services by the Installer in accordance with clause 9.
- (b) Subject to the Site requirements set out in clause 7 being met, and no other delays caused by events beyond the Installer's reasonable control, installation of the Product will be completed on the Scheduled Installation Date, unless you contact the Installer within 72 hours from the time you receive the Quote to arrange an alternative Installation Date.

9. Standard Installation Services

- (a) The Standard Installation Services include:
 - (i) assistance with installation planning;
 - (ii) supply and delivery of the Product to the Site on the Installation Date;
 - (iii) completion of a System Service as described in annexure A
 - (iv) subject to clauses 7 and 8, EnergyAustralia using its reasonable endeavors to complete the installation of the Product on the Installation Date. If that is not achievable, EnergyAustralia will advise you of a new Installation Date;
 - (v) testing and commissioning of the Product after installation.
 - (vi) provision of the relevant documentation
 - (vii) resolution of issues related to improper installation or configuration.
- (b) The Price is based on the provision of the Standard Installation Service referred to in clause 9(a) and assumes that your System is in the condition you have described to the Installer.
- (c) If your equipment is not in the condition that you have described to the Installer, or if the Installer discovers a fault in your system which needs fixing before the installation of the Product can proceed, the Installer may quote you separately for the additional work required. If you don't agree to the additional work, we will not proceed with installation of the Product, we may in our sole discretion terminate this Contract and you will not be charged.
- (d) If you do agree to this additional work:
 - (i) The work will be performed by the Installer in its own capacity, not on behalf of, or as an agent of, EnergyAustralia.
 - (ii) Any such additional services are not covered by this Contract.
 - (iii) The additional services will be the subject of a separate agreement between you and the Installer (including in relation to the cost and terms of payment).

10. Performance Guarantee

- (a) Prior to installing the Product, the Installer will take an air-off temperature measurement with a hand held (or similar) temperature measuring device and record the before air-off temperature (**Before Temperature**).
- (b) Once the Product has been installed and after the unit has operated for 5-15 minutes (to allow the Product to establish itself within the System), the Installer will take a second temperature reading (in the same manner as described in clause 10(a)) to record the after air-off temperature (**After Temperature**).
- (c) If the Before Temperature and After Temperature pass the relevant temperature test set out in clause 10(e), the performance guarantee is met and you will be asked to sign the "Customer Acceptance Form" which includes an acknowledgment that you observed the before and after temperature readings and confirm that the performance guarantee has been met.
- (d) If the Before Temperature and After Temperature do not pass the relevant temperature test set out in the clause 10(e), the performance guarantee is not met and you will not be charged for the Product.

(e) The relevant Performance Guarantee temperature tests are:

System age	System setting	Temperature test
System which is greater than 6 months old	Heating	After Temperature is equal to or greater than 2 degrees warmer than the Before Temperature
	Cooling	After Temperature is equal to or greater than 2 degrees cooler than the Before Temperature
System which is less than 6 months old	Heating	After Temperature is greater than 0 degrees warmer than the Before Temperature
	Cooling	After Temperature is greater than 0 degrees cooler than the Before Temperature

11. Warranty

- (a) Nothing in this clause operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any applicable building legislation in the State in which the Product is to be installed (**Non-Excludable Obligations**). If you are a consumer under the Australian Consumer Law, then the following notice applies to you:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are 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.

- (b) The Product comes with the Product Warranty as set out in the annexure B to this Contract and is subject to the conditions and limitations set out in that annexure B.
- (c) If, within 3 years of the date the Product is installed, there is a fault with any aspect of the Product, then you can make your warranty claim by writing to us at EnergyAustralia Pty Ltd, NextGen-EnviroTemp, 825 Bourke Street, Melbourne, VIC, 3008 or notifying the Installer or EnviroTemp via the contact details included on your warranty card. All warranty claims must be reported as soon as practicable. A site inspection of the Site may take place to determine the eligibility of the warranty claim.
- (d) If EnergyAustralia, the Installer or EnviroTemp (as applicable) determine that you are eligible for a warranty claim, the fault will be repaired or rectified pursuant to the warranty terms.
- (e) If we, the Installer or EnviroTemp (as applicable) reasonably determine that you are not eligible for a warranty claim, you may be responsible for the standard call out rate for attending your Site to inspect the Product. You will be informed of the current standard call out rate at the time the appointment for the site inspection is made. If you are not eligible for a warranty claim, but wish to have the Product repaired, such repair will be at your cost.
- (f) Other than as expressly provided in this clause or in relation to any Non-Excludable Obligation, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on EnergyAustralia are expressly excluded under this Contract.

12. Liability

- (a) Please ensure that you retain any purchase confirmation for the Product and warranty information provided to you by the Installer at the time of installation.
- (b) To the extent permitted by law:
- EnergyAustralia is not liable for:
 - business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
 - losses suffered by you where the Product fails or stops working for any reason (including where you delay in notifying EnergyAustralia);
 - losses caused by factors which could reasonably be considered to be outside EnergyAustralia's control;

- D. any loss caused, or contributed to, in whole or in part by your breach of contract or your negligence; and
- E. any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss,
- (ii) notwithstanding anything else in this Contract, EnergyAustralia will not be liable in any circumstances whatsoever for any indirect, consequential, special or economic loss suffered by you under or in connection with this Contract or the performance or non-performance under this Contract, whether arising in contract, tort (including negligence), statute, restitution or otherwise, including any loss of profit, loss of use, loss of income, loss of goodwill, loss of rental or other benefit, loss of production, loss of anticipated savings, loss of actual or potential business opportunity or otherwise; and
- (iii) EnergyAustralia's liability in relation to this Contract, and under any Non-Excludable Obligation, is limited to the cost of repair or replacement of the Product or a faulty component of the Product or the cost of re-performing the Standard Installation Services again.

13. Termination

- (a) EnergyAustralia may terminate the Contract immediately by giving you written notice:
 - (i) where you are in breach of the Contract and fail to remedy that breach within 30 days, or such a breach is not remediable;
 - (ii) if you do not pay to EnergyAustralia any amount payable under this Contract on the day that amount falls due under this Contract and you do not make such payment within 20 Business Days of notice from EnergyAustralia of the failure to make such payment;
 - (iii) if an Insolvency Event occurs in relation to you; or
 - (iv) where otherwise expressly provided in this Contract.
- (b) You may terminate the Contract immediately by giving written notice if:
 - (i) EnergyAustralia is the subject of an Insolvency Event; or
 - (ii) EnergyAustralia commits a material breach of any of its obligations under the Contract and fails to remedy that breach within 60 days, or such a breach is not remediable.
- (c) A right to terminate the Contract is additional to any other right, power or remedy you or EnergyAustralia might have.
- (d) Termination of this Contract does not affect any rights or obligations which may have accrued to either party, prior to termination.

14. Assignment and Subcontracting

- (a) You may not assign, charge, mortgage or otherwise transfer any of its rights and/or obligations under this Contract without the prior written consent of EnergyAustralia (not to be unreasonably withheld).
- (b) EnergyAustralia may assign or transfer its rights or obligations under this Consent without your prior written consent.
- (c) EnergyAustralia may subcontract any aspect of the Standard Installation Services to EnviroTemp or any other third party, provided that EnergyAustralia will be responsible for all acts and omission of its subcontractors as if such acts and omissions were its own.

15. Privacy

You consent to us using your personal information and sending you information in accordance with our Privacy Policy, available at energyaustralia.com.au/privacy, as amended from time to time. This may include using your personal information in order to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus, to the extent required to undertake these activities. Some of those companies and service providers may be located overseas. For further information, please see the "How do we use your information?" section of our Privacy Policy.

16. GST

- (a) Words defined in the GST Law have the same meaning in this clause 16, unless the context makes it clear that a different meaning is intended.
- (b) The Price or other consideration for any supply by EnergyAustralia to you under or in connection with this Contract includes any GST payable on that supply, and EnergyAustralia is responsible for payment of that GST.
- (c) EnergyAustralia must, within 20 Business Days of request from you, issue a tax invoice (or an adjustment note) to you for any supply under or in connection with this Contract.

17. General

- (a) This Contract is governed by the laws of the state or territory in which the Site is located and

- you agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.
- (b) This Contract contains the entire agreement of the parties with respect to its subject matter.
 - (c) Any provision of the Contract which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of the contract nor affect the validity or enforceability of that provision in any other jurisdiction.
 - (d) A provision of this Contract or a right created under it, may not be waived or varied except in writing, signed by the party.
 - (e) Nothing in this Contract:
 - (i) will be construed as creating an agency, partnership or joint venture between the parties;
 - (ii) gives a party authority to bind the other party in any way; or
 - (iii) imposes any fiduciary duties on a party in relation to the other party.
 - (f) Each party must pay its own legal costs and expenses in preparing, negotiating and entering into this Contract.
 - (g) Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this Contract and the transactions contemplated by it.

18. Definitions

- (a) "Business Day" means a day other than a Saturday or Sunday when the banks in Melbourne are open for business.
- (b) "Contract" means this agreement between you and EnergyAustralia, including these terms and conditions and the Quote.
- (c) "EnergyAustralia" means EnergyAustralia Home Services Pty Ltd ABN 43 095 759 881 or our authorised representative.
- (d) "EnergyAustralia Payment Plan" means – The payment plan offered by EnergyAustralia in relation to the Product
- (e) "EnviroTemp" means Onnaroo Pty Ltd ABN 53 624 156 476 and its officers, employees, consultants, agents or sub-contractors (including the Installer) and the officers, employees or agents of those sub-contractors and the Installer.
- (f) "GST" means:
 - (i) the same as in the GST Law;
 - (ii) any other goods and services tax, or any tax applying to this transaction in a similar way; and
 - (iii) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.
- (g) "GST Law" means the same as GST law in A New Tax Product (Goods and Services Tax) Act 1999 (Cth).
- (h) "Insolvency Event" means, in respect of a party:
 - (i) the party entering into, or resolving to enter into, any scheme of arrangement, composition with, or assignment for the benefit of, or other arrangement with its creditors or any class of its creditors; or
 - (ii) the appointment to, or in respect of the party of:
 - (A) a liquidator or provisional liquidator;
 - (B) a receiver, receiver and manager, trustee, controller, official manager or similar officer; or
 - (C) an administrator, whether under Part 5.3A of the *Corporations Act 2001* (Cth) or otherwise.
- (i) "Installer" means the EnviroTemp dealer responsible for scoping quoting the Product installation, issuing you with the Quote and installing the Product at the Site.
- (j) "Product Warranty" means the product warranty set out in the annexure B to this Contract.
- (k) "Quote" means the quote provided for supplying the Product and installing it into your System, as provided by the Installer verbally and confirmed via email.
- (l) "Scheduled Installation Date" means the date specified in the Quote.
- (m) "Site" means the premises at the address specified in the Quote.
- (n) "Standard Installation Services" means the services set out in clause 9
- (o) "Start Date" means the date on which you accept the terms of supply and installation of the Product by giving EnviroTemp your verbal acceptance of the Quote.
- (p) "System Service" means the service set out in annexure A
- (q) "Price" means the total price for supply and installation of the Product into the System, as specified in the Quote.
- (r) "Product" means the thermo-conductive oil-based solution manufactured by EnviroTemp for air conditioning, refrigeration and chillers as specified on the signing page.
- (s) "We" and "us" and "our" means EnergyAustralia.

SYSTEM SERVICE
EnviroTemp Service
DX Type Units ONLY | Australia Wide

Indoor Unit:

- Clean evaporator filter and surrounding area.
- Check condensation drain pipe for blockages, unblock/clean if necessary.
- Visually inspect evaporator for signs of abnormalities (split wall type).
- Check for adequate air flow from all outlets (split ducted).
- Check thermostat is functioning properly, in the case of a split ducted system.

Outside Unit:

- Check external fittings for signs of leaks.
- Check compressor fittings for signs of leaks.
- Check pressures are within appropriate tolerances.
- Check refrigerant levels are correct.
- Remove leaves, dirt etc which may be present in the condensing cabinet.
- Brush off condenser coil.
- Check moisture drainage ports for blockages, unblock/clean if necessary.
- Check electrical connections are secure.
- Compressor: measure amperage, volt draw and wiring connections.
- Inspect fan blade.
- Oil fan motor (where possible).
- Inspect service valves for proper operation.
- Measure supply/return air temperature.

Product Warranty

Please complete the details below and store this card along with the purchase docket in a safe place. To receive a repair under this Warranty, both this card and the purchase docket must be presented.

OUTDOOR UNIT:

Make: _____ Model No. _____ Serial No. _____

INDOOR UNITS:

Model No. _____ Serial No. _____

Model No. _____ Serial No. _____

SUPPLIED BY _____

ADDRESS _____

PHONE NO. _____ DATE _____

OWNERS NAME _____

ADDRESS _____

IMPORTANT NOTE For repair of equipment under this Warranty it is recommended that the owner contact their EnviroTemp Dealer/Installer. If the owner requests EnviroTemp Australia to perform or arrange the service call, the owner will be liable for all associated costs if the problem is not covered by the provisions of this Warranty or the Owner's Statutory Rights.

Onnaroo Pty Ltd T/A EnviroTemp Australia ABN: 53624156476

PO Box 325
Lobethal, South Australia 5241
1300 78 88 98

www.envirottemp.com.au



3 YEAR WARRANTY

THIS WARRANTY APPLIES TO ENVIROTEMP PURCHASES AND INSTALLATIONS INTO DX TYPE UNITS WITHIN AUSTRALIA ONLY.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are 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 RIGHTS GIVEN BY THE ENVIROTEMP AUSTRALIA 3 YEAR GUARANTEE ARE IN ADDITION TO THE OWNER'S STATUTORY RIGHTS.

The EnviroTemp product installed into the system listed on the back of this card is warranted by EnviroTemp Australia against defects in design, materials and workmanship for a period of 3 years from the date EnviroTemp is purchased by the original owner.

EnviroTemp defects covered by this Warranty will be replenished or reinstalled in full at the discretion of EnviroTemp Australia or its Dealer (subject to the Owner's rights under Australian Consumer Law with respect to major failures) without cost to the owner for EnviroTemp product or associated labour. The replenishment or reinstallation shall be performed during normal business hours by an EnviroTemp Dealer.

Any EnviroTemp replenishment or reinstallation under this Warranty will be warranted in accordance with the provisions of this Warranty for the remainder of the original warranty period or 12 months from the completion of the EnviroTemp replenishment or reinstallation, whichever is greater.

Except where inconsistent with the Owner's Statutory Rights and the rights given by this Warranty, all other warranties and all liability of EnviroTemp Australia for any loss or damage direct and consequential is expressly excluded.

THIS WARRANTY DOES NOT COVER:

- Damage or problems caused by storms, fire, flood, vandalism, misuse, negligence, Acts of God, earthquake, war, vermin, foreign matter entering the equipment (e.g. dirt and moisture) or any other outside agency.
- Equipment that has been removed, relocated or replaced.
- Problems of unsatisfactory performance resulting from operations at conditions outside the operating conditions specified in the technical or sales literature associated with the Make and Model of the system listed on this card.

- Equipment that has been repaired or replaced in the event the Owner is unable to provide:
 - evidence repairs were performed by a technician licensed by the Australia Refrigeration Council and
 - a company issued service report and or invoice.

Where this Warranty does not apply, the Owner's rights are limited to the Owner's non-excludable Statutory Rights.

OWNER'S RESPONSIBILITY:

The Owner is responsible for the correct operation and regular maintenance of the equipment listed on this card. The correction of any non EnviroTemp fault or problem is not covered by this Warranty.

- Operation and maintenance of equipment is in accordance with the technical or sales literature associated with the Make and Model of the system listed on this card.
- Regular cleaning of the air filter(s) and replacement where necessary.
- Ensuring the air inlet and outlet on the outdoor unit is not kept clear of any obstructions (e.g. dirt, leaves, plants).
- Ensuring condensate drain is kept clear and clean.