Terms & Conditions of Service

1. Definitions

1.1 **Company** means Arctech Refrigeration Pty Ltd (ABN 59 675 059 355) trading as Arctech Refrigeration.
1.2 **Customer** means the person or entity purchasing the Goods and/or Services.
1.3 **Goods** include equipment, components, consumables, refrigerant and materials supplied by the Company.
1.4 **Services** include installation, commissioning, repairs, maintenance, regulated plumbing work and non-prescribed electrical work within the Company's licence scope.
1.5 **ACL** means the Australian Consumer Law contained in *Schedule 2* of the *Competition and Consumer Act 2010 (Cth).*
1.6 **OHS** means Occupational Health and Safety.
1.7 **SOP Act** means the *Building and Construction Industry Security of Payment Act 2002 (Vic).*
1.8 **PPSA** means the *Personal Property Securities Act 2009 (Cth).*
1.9 **BPC** means the Building and Plumbing Commission (Vic).
1.10 **ESV** means Energy Safe Victoria.
1.11 **ARC** means the Australian Refrigeration Council.
1.12 **RAC** means Refrigeration and Air Conditioning.
1.13 **RTA** means Refrigerant Trading Authorisation.
1.14 **RHL** means Refrigerant Handling Licence
1.15 **Quote** means a written price estimate issued by the Company.
1.16 **Invoice** means a tax invoice issued by the Company for Goods and/or Services.
1.17 **Purchase Order** means a written instruction issued by the Customer, in hard copy or electronic form, requesting the supply of Goods and/or Services in accordance with these Terms and Conditions.
1.18 **PO** means Purchase Order.
1.19 **Work Order** means a written or electronic request issued by the Customer directing the Company to perform specified Services, whether accompanied by a Purchase Order, or not.
1.20 **WO** means Work Order.

2. Application & Acceptance

2.1 These **Terms apply to all Quotes, Service Reports, Invoices, and the supply of Goods and Services**, unless the Company agrees otherwise in writing.

© Arctech Refrigeration Pty Ltd. All rights reserved.

2.2 A Quote provided by the Company is an **invitation to treat only** and does not constitute a binding offer. Acceptance of a Quote by the Customer does not, of itself, create a contract. A binding agreement will only arise in accordance with Clause 2.3, when the Company confirms acceptance in writing, commences work, orders Goods on the Customer's behalf, or accepts payment of a deposit.

2.3 **A contract is formed** when the earlier of the following occurs:

(a) the Company confirms acceptance in writing,
(b) the Company commences work,
(c) the Company orders Goods on the Customer's behalf, or
(d) the Customer pays a deposit.

3. Regulatory Licences & Obligations

3.1 **Plumbing (BPC):**

(a) A company supervisor holds and maintains a Plumbing Licence.

(b) Regulated plumbing work will only be performed by currently licensed or registered plumbers, or apprentices under the direct supervision of a licenced or registered plumber.

(c) A BPC Compliance Certificate will be issued and lodged for regulated plumbing work, and such work is covered by the mandatory six-year insurance-backed workmanship guarantee.

3.2 **Electrical (ESV):**

(a) All workers, other than apprentices under direct supervision, completing low-voltage electrical disconnect and reconnect electrical installation work relating to their primary trade will hold a current Restricted Electrical Worker's (REL) licence of the following two categories:

i Class 1 – Restricted Electrical Workers Licence (includes Disconnect/Reconnect and Fault Finding)
ii Class 2 – Restricted Electrical Workers Licence (Disconnect/Reconnect only).

(b) Only non-prescribed electrical work (disconnect/reconnect) will be performed. A non-prescribed Certificate of Electrical Safety (COES) will be issued and lodged with ESV. Prescribed electrical work is excluded.

© Arctech Refrigeration Pty Ltd. All rights reserved.

3.3 **Refrigerant (ARC):**

(a) The Company holds an ARC RTA. All refrigerant trading activity will be completed per the condition out laid in the *Ozone Protection and Synthetic Greenhouse Gas Management Regulations 1995* (the regulations), under *Regulation 141*.

(b) Fully qualified, restricted, and apprentice workers completing work on RAC will hold a current RHL issued by the ARC.

(c) Handling of refrigerant will be completed as per the conditions in *Ozone Protection and Synthetic Greenhouse Gas Management Regulations 1995 (the regulations)*, under *Regulation 141*, as well as *The Australia and New Zealand Refrigerant Handling Code of Practice (2025)*.

4. Quotes, Pricing & Rates

4.1 **Quotes are valid for thirty (30)** days from the date of issue unless stated otherwise and are subject to supplier pricing, exchange rates, freight charges, and availability of Goods at the time of order.

4.2 **All prices are exclusive of GST** unless expressly stated otherwise.

4.3 Unless expressly included, **Quotes exclude:** builder's works, penetrations, fire-stopping, painting, patching, electrical mains or switchboard upgrades, prescribed electrical work, structural modifications, scaffolding or mobile elevated work platforms (MEWP), asbestos or mould remediation, and IT or BMS integration.

4.4 Quotes are provided on the basis of clear and safe site access during standard working hours, suitable supporting structure, and compliant electrical supply. Latent conditions or non-compliance with codes, standards, or regulations may require Variations.

4.5 The Customer acknowledges that all Quotes are **estimates only** and do not constitute a fixed price or binding offer. Final pricing is subject to site conditions, regulatory compliance, and actual costs incurred.

4.6 The **Company reserves the right to raise and charge Variations at any time**, to the extent legally permitted, including but not limited to:

(a) changes in law, regulation, or statutory requirements,
(b) variations in supplier pricing, freight, or availability of Goods,
(c) latent conditions, unsafe access, or unforeseen site circumstances,
(d) additional works required to comply with the *ACL*, *SOP Act*, *Building Regulations 2018 (Vic)*, *Plumbing Regulations 2018 (Vic)*, or manufacturer specifications.

© Arctech Refrigeration Pty Ltd. All rights reserved.

4.7 Surcharges may apply for after-hours works, remote travel, waiting time caused by third parties, re-attendance where the site is not ready, or failed access

4.8 Standard call-out fees and hourly rates are set out in **Schedule A – Standard Rates & Fees**.

5. Variations & Additional Works

5.1 **Variations must be approved by the Customer in writing** (email acceptable).

5.2 Where **urgent safety or statutory compliance** issues arise, the Company may perform make-safe works and charge reasonable costs.

5.3 Variations will be charged at the then-current labour rates (standard and after-hours), materials at cost plus margin, hire/equipment, travel, parking and disposal fees.

5.4 If site conditions differ from those reasonably contemplated by the Quote, the Customer must pay the reasonable extra costs incurred.

6. Deposits

6.1 The Company may require a deposit of up to **50%** of the contract price for equipment, and up to **100%** for custom or special-order items.

6.2 Deposits become **non-refundable** once Goods are ordered or work has commenced, except where required by law.

6.3 The Company may, at its discretion, require the Customer to pay a deposit of up to fifty percent (50%) of the contract price for standard equipment, and up to one hundred percent (100%) for custom, special-order, or non-returnable items, **except where restricted by law in the case of domestic building work**.

6.4 Where the work is considered *domestic building work* under the *Domestic Building Contracts Act 1995 (Vic)*:

(a) if the contract price exceeds $20,000, the deposit must not exceed five percent (5%) of the contract price; and
(b) if the contract price is $20,000 or less, the deposit must not exceed ten percent (10%) of the contract price.

6.5 **Deposits become non-refundable** once Goods have been ordered, or work has commenced, except where otherwise required by the *Australian Consumer Law*, the *Domestic Building Contracts Act 1995 (Vic)*, or any other applicable legislation.

© Arctech Refrigeration Pty Ltd. All rights reserved.

6.6 The Customer acknowledges that payment of a deposit is a condition precedent to the Company ordering Goods or scheduling works. Failure to pay a required deposit may result in delay or cancellation of the supply of Goods and/or Services without liability to the Company.

6.7 In the event that a contract is lawfully terminated before commencement, any deposit paid will be applied first against the Company's reasonable costs incurred to date, with any balance (if applicable) refunded to the Customer.

7. Refrigerant & Environmental Compliance

7.1 **Refrigerant is a consumable and is charged at prevailing rates.**

7.2 **As per clause 3.3** recovery, recycling and disposal of refrigerants will be undertaken in accordance with applicable laws and Codes of Practice; environmental levies may apply.

7.3 The Customer must not knowingly permit discharge of refrigerant to atmosphere and must promptly report suspected leaks.

8. Site Access & Safety

8.1 The Customer **must provide safe, clear and reasonable access** to the site, accurate services locations, and notify any hazards (including asbestos, confined spaces or work at heights).

8.2 The Customer **must provide electricity, water, lighting and amenities** at no cost.

8.3 The Company may refuse or suspend work where conditions are unsafe or non-compliant with OHS obligations. Stand-down time caused by safety or access issues will be chargeable.

8.4 The Customer is responsible for obtaining any required consents or permits where the Customer is the responsible party.

© Arctech Refrigeration Pty Ltd. All rights reserved.

9. Delivery, Risk & Title

9.1 **Risk in the Goods** passes to the Customer on delivery to site or when installed, whichever occurs first.

9.2 **Title to the Goods** (including installed Goods capable of being detached) remains with the Company until full payment is received.

9.3 The Customer must keep the Goods clearly identifiable, not encumber them, and permit the Company to enter the premises to recover unpaid Goods.

9.4 **Personal Property Securities:** The Customer grants the Company a security interest in the Goods (including any proceeds) to secure all amounts owing to the Company. The Customer consents to the Company registering this interest on the Personal Property Securities Register (PPSR), including as a purchase money security interest (PMSI) where applicable. The Customer must do all things reasonably required to ensure that the Company's security interest is perfected and maintained with priority. To the maximum extent permitted by the *PPSA*, the parties contract out of any provisions that would otherwise require notices to be given, and the Customer waives its right to receive such notices. The Customer must reimburse the Company for all costs of PPSR registration, amendment, renewal, and enforcement.

10. Commissioning & Performance

10.1 Commissioning will be carried out in accordance with manufacturer requirements and good industry practice.

10.2 Performance figures are based on design conditions. Deviations in ambient conditions, building envelope, occupancy or maintenance may affect results and are outside the Company's control.

11. Warranties

11.1 **Nothing in these Terms excludes, restricts or modifies any non-excludable consumer guarantees under the ACL.**

11.2 Regulated plumbing work performed under the Plumbing Licence is covered by the mandatory six-year insurance-backed workmanship guarantee; a BPC Compliance Certificate will be issued and lodged.

© Arctech Refrigeration Pty Ltd. All rights reserved.

11.3 For non-regulated works, the Company provides a 12-month workmanship warranty from completion unless otherwise stated.

11.4 Manufacturer warranties on Goods are passed through to the Customer; labour to remove/reinstall may be chargeable where not covered by the manufacturer.

11.5 **Warranties do not cover consumables, misuse, unauthorised repairs, lack of maintenance, power supply issues, corrosion, vermin or damage caused by third parties.** The Customer must promptly notify defects and allow reasonable access for inspection and rectification.

12. Maintenance & Service Calls

12.1 **Minimum call-out charges apply** and include the first hour on site unless noted otherwise.

12.2 After-hours rates apply outside of normal business hours.

12.3 Rates and business hours are set out in Schedule A.

12.4 Preventive maintenance scope and schedules may be agreed separately; defects and parts replacement identified during maintenance are chargeable unless expressly included.

13. Invoices, Payment & Default

13.1 Unless otherwise agreed in writing, **Payment on Completion is required.**

13.2 For longer projects the Company may issue progress claims at reasonable intervals.

13.3 **Interest accrues on overdue amounts at 10% per annum, calculated monthly**, plus recovery costs (including legal and collection costs on a full indemnity basis).

13.4 The Company may suspend work, withhold commissioning, or remove unfixed Goods for non-payment.

14. Purchase Orders and Work Orders

14.1 All Purchase Orders and/or Work Orders issued by the Customer are deemed to incorporate these Terms and Conditions in full.

14.2 Any terms or conditions contained in a Purchase Order and/or Work Order, or otherwise issued by the Customer, are of no effect unless expressly accepted in writing by the Company.

© Arctech Refrigeration Pty Ltd. All rights reserved.

14.3 The Company is not obliged to commence supply of Goods or Services until a valid Purchase Order, Work Order, Quote acceptance, and/or written instruction has been received.

14.4 Where a Purchase Order and/or Work Order number is required by the Customer for processing of invoices, the Customer must provide the number before the commencement of the Services. Failure to do so does not affect the Company's entitlement to payment.

14.5 In the event of any inconsistency between a Customer's Purchase Order and/or Work Order and these Terms, these Terms prevail to the extent of the inconsistency.

14.6 Acceptance of delivery or performance of Services under a Purchase Order and/or Work Order constitutes acceptance by the Customer of these Terms and Conditions.

15. Security of Payment Act

15.1 **Invoices may be issued as Payment Claims under the SOP Act.** Each Payment Claim will state that it is made under that Act.

15.2 The Customer must provide a Payment Schedule within 10 business days (or any shorter period specified in the contract), stating the scheduled amount (if any) and reasons for withholding.

15.3 Failure to provide a Payment Schedule within time results in liability to pay the full claimed amount. The Company may seek adjudication and enforce any determination or the debt in court.

15.4 If payment of a claimed or adjudicated amount is not made when due, the Company may suspend the work (and, where applicable, exercise a lien over unfixed Goods) until payment is received.

16. Returns & Cancellations

16.1 **Special-order or non-stock Goods are non-cancellable and non-returnable.**

16.2 Other returns are at the Company's discretion within 7 days, unused and in original packaging, and may be subject to supplier restocking fees and freight.

16.3 If the Customer cancels after order placement or scheduling, the Customer must pay for all costs incurred, including supplier charges, handling, restocking and reasonable lost time.

© Arctech Refrigeration Pty Ltd. All rights reserved.

17. Liability & Indemnity

17.1 To the maximum extent permitted by law and subject to clause 11.1, the Company's liability is limited, at its option, to:

(a) for Goods — repair, replacement, or supply of equivalent goods, or payment of the cost of doing so; and

(b) for Services — resupply of the services or payment of the cost of having the services supplied again.

17.2 The Company is not liable for indirect or consequential loss, loss of profit, loss of production, business interruption or loss of data.

17.3 The Customer indemnifies the Company against claims, losses, penalties and costs arising from the Customer's breach of these Terms, negligence, unsafe site conditions, or failure to comply with laws, except to the extent caused by the Company's negligence or breach.

18. Privacy & Confidentiality

18.1 **The Company complies with the *Privacy Act 1988 (Cth)* and any applicable State privacy legislation**. Customer information will be used only for purposes directly connected to the provision of Goods and Services, including warranty and insurance claims, invoicing, regulatory obligations (including VBA, ESV and ARC), and legitimate business records.

18.2 Except as required by law or with the Customer's prior written consent, the Company will not disclose Customer information to any third party.

18.3 Each party will keep confidential any commercial, financial or technical information obtained in the course of the works, except where such information is already public or disclosure is required by law.

19. Force Majeure

19.1 **The Company is not liable for any failure or delay in performance caused by circumstances beyond its reasonable control**, including industrial disputes, labour shortages, supply chain interruptions, transport delays, natural disasters, epidemics or pandemics, fire, war, terrorism, government restrictions or changes in law.

19.2 Where a Force Majeure event occurs, the Company will notify the Customer as soon as practicable, and performance of obligations will be suspended for the duration of the event.

© Arctech Refrigeration Pty Ltd. All rights reserved.

19.3 If the delay continues for more than 60 consecutive days, either party may terminate the affected works by written notice without liability, other than for payment of work performed or costs incurred to date.

20. Intellectual Property

20.1 **All intellectual property rights in designs, drawings, documents, technical data, manuals and methods provided by the Company remain the exclusive property of the Company** unless otherwise agreed in writing.

20.2 The Customer is granted a non-exclusive, royalty-free licence to use such materials solely for the purpose of operating, maintaining and repairing the Goods and Services supplied.

20.3 The Customer must not reproduce, disclose, or make available the Company's intellectual property to third parties without prior written consent.

20.4 Nothing in these Terms transfers ownership of intellectual property unless expressly agreed in writing.

21. Dispute Resolution

21.1 If a dispute arises, either party may give written notice specifying the nature of the dispute.

21.2 Within 10 business days of such notice, senior representatives must meet (in person or virtually) and attempt in good faith to resolve the dispute.

21.3 If the dispute is not resolved within 20 business days of notice, the parties must endeavour to settle the dispute by mediation conducted by an independent mediator appointed by the Resolution Institute (or its successor).

21.4 Nothing in this clause prevents either party from commencing court proceedings for urgent interlocutory relief, or the Company from taking recovery or enforcement proceedings for unpaid amounts (including under the SOP Act).

22. Governing Law & Jurisdiction

22.1 **These Terms are governed by, and construed in accordance with, the laws of the State of Victoria, Australia.**

© Arctech Refrigeration Pty Ltd. All rights reserved.

22.2 Each party submits to the non-exclusive jurisdiction of the courts of Victoria and any courts competent to hear appeals from them.

23. Miscellaneous

23.1 **Entire Agreement:** These Terms, together with the relevant Quote or Invoice, constitute the entire agreement between the parties and supersede all prior negotiations or representations.

23.2 **Amendments:** No amendment or variation of these Terms is binding unless it is in writing and signed by the Company.

23.3 **Severability:** If any provision of these Terms is held to be invalid or unenforceable, the provision will be read down or severed, and the remaining Terms will remain in full force.

23.4 **Waiver:** A waiver of any breach is not a waiver of any other or subsequent breach. Failure to enforce any provision is not a waiver.

23.5 **Assignment:** The Customer must not assign or transfer its rights or obligations without the prior written consent of the Company. The Company may assign or subcontract its rights and obligations on notice to the Customer.

23.6 **Notices:** Any notice under these Terms must be in writing and delivered by hand, post, or electronic mail to the last known address of the other party.

© Arctech Refrigeration Pty Ltd. All rights reserved.

Schedules

Schedule A – Standard Rates & Fees

Category	Rates & Fees
Standard Hours (Mon–Fri, 8:00am – 4:00pm)	Call-out Fee: $120 + GST First Hour: $100 + GST Additional Hours: $100 + GST per hour
After-Hours (outside Mon–Fri 8:00am – 4:00pm, including weekends/public holidays)	Call-out Fee: $220 + GST First Hour: $200 + GST Additional Hours: $200 + GST per hour
Additional Charges (including, but not limited to)	Travel Parking Waste Disposal Consumables Refrigerant Freight

Schedule B – Company Details

Legal Entity	Arctech Refrigeration Pty Ltd
ABN	59 675 059 355
Registered Office	Suite 5A, 107–111 High Street, Prahran VIC 3181
Postal Address	PO Box 2349, Rowville VIC 3178
Phone	0405 605 211
Email	sean@arctech.net.au
ARCtick Authorisation (RTA)	AU52310
Licensed Supervisor	Sean Gronich
VBA Plumbing Licence	119957
ESV Restricted Electrical Licence (REL)	D18587

© Arctech Refrigeration Pty Ltd. All rights reserved.