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Terms and conditions

Australian consumer law provides consumer guarantees and imposes obligations on DB Controls & HVAC Services Limited which cannot be excluded, restricted or modified, or only to a limited extent. These Terms and Conditions are subject to such legislation, including without limitation the Australian Consumer Law.

Description of services.

Definitions

DB Controls & HVAC Services Limited	DB Controls
Customer	means the person or legal entity identified in DB Controls' Quotation or Invoice.
Contract	means a contract for sale by DB Controls to the Customer of the Products and/or services incorporating these Terms and Conditions.
Order Confirmation	means formal acknowledgement of Product ordered by Customer, sent by DB Controls.
Price	means the price as per DB Controls Quotation and Order Confirmation and the latter will have precedence.
Services	Means all or goods supplied by DB Controls to the customer. The words Goods and Services are interchangeable.

Methods of placing orders.

DB Controls shall accept orders from the Customer by any means the order is provided and shall invoice the Customer in writing once accepted. DB Controls may accept orders from the Customer or any person who DB Controls reasonably believes is an employee, officer or agent of the Customer without making further enquiry into that person's authority to place orders. Any order from the Customer to DB Controls for the supply of Goods shall not be binding upon DB Controls until accepted by DB Controls.

Each order by a Customer will constitute an offer only, by the Customer to DB Controls.

Quotations

Any quotations provided by DB Controls remain open for acceptance for a period of 30 days from the date of quotation. After this time this quotation is voidable at the option of DB Controls which may in its absolute discretion determine this quotation and subsequently revise the price or any other of the conditions so quoted.

No quotation given by DB Controls to the Customer shall constitute an offer. Following receipt of the quotation, the Customer must place an order with DB Controls in respect of the quotation. Prices given in any quotation by DB Controls are applicable to that quotation only and will not apply in any other instance.

Suitability of purpose

The Customer will rely entirely on its own knowledge, skill and judgment in selecting goods which it orders from the DB Controls from time to time.

DB Controls will rely of written specifications from the Customer. The Customer is responsible for any loss occurring if the written specifications are not fit for purpose.

Variations

DB Controls reserves the right to vary any prices quoted by DB Controls, prior to any order being accepted.

Cancellations

No order may be cancelled by the Customer without the written consent of DB Controls, irrespective of whether or not DB Controls has advised the Customer of its acceptance of that order.

Assignment

The Customer must not assign or otherwise transfer any Contracts or any of its rights and obligations under these Terms and Conditions whether in whole or in part without the prior written consent of DB Controls. Any such unauthorised assignment will be deemed null and void.

Payment terms

Payment for all Goods and Services purchased from DB Controls is due and payable at the time of purchase, in which event payment must be made within 30 days in which services are invoiced:

- the price of all Goods and Services is exclusive of GST except where the price is expressed to be inclusive of GST.
- if payment in full is not received within the terms defined above, the Customer shall in addition be liable to pay:
 - interest at the rate of 1% per month (calculated daily) on any overdue amount, and
 - all expenses (including any amount charged to DB Controls by a debt collection agency or legal expenses) incurred in recovering or attempting to recover an overdue amount. These amounts and expenses include but are not limited to legal fees, charges, disbursements or commissions on collections.

Installation

Where the company agrees to and is legally permitted to install Goods and Services at any premises (the "premises") the following conditions shall apply:

- The Customer will provide reasonable access for DB Controls, its servants, agents and subcontractors to the premises during the period of installation as may be agreed by the parties to enable DB Controls to carry out its obligations. The Customer will also provide at its own expense, connection for electricity and any other similar services required by DB Controls for installation of the Goods and Services.
- DB Controls will be under no liability or responsibility for any loss, damage or expense howsoever incurred by the Customer as the result of:
 - any failure or delay by DB Controls in performing any of its obligations under the contract due to any reason beyond the control of DB Controls; or
 - any prohibitions or restrictions under any applicable statutes, bylaws or regulations.
- Any existing defects discovered by DB Controls in the course of installation shall be the responsibility of the Customer and DB Controls shall be the sole judge in respect of determining what remedial action is required. DB Controls may terminate any contract if the remedial action is not completed or taken as instructed, and within the time specified, by DB Controls without prejudice to its existing rights. Any additional expense incurred by DB Controls will be the responsibility of the Customer.

Risk and Title

Risks in any goods passes to the Customer on delivery. Title remains with DB Controls until the Customer has paid for all goods and services in full and in cleared funds. Until title passes to the Customer, the Customer will hold them on trust and as bailee for DB Controls.

Liability.

Any service response times stated by DB Controls in the service contracts are approximate only and DB Controls will not be liable for any direct or indirect loss or damage arising from its failure to meet such response times, providing that for services supplied under a Consumer Contract the services are delivered within a reasonable time where there is no agreed date for delivery.

To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by DB Controls will be subject to correction without any liability on the part of DB Controls.

Defects

The Customer shall inspect the Goods and Services upon completion of the quotation by DB Controls and will, within 48 hours, notify DB Controls of any defects or any failure to fulfil any quotation or order. The Customer will, within a reasonable time following notification of the defect, grant DB Controls access to the property in order to inspect for any alleged defects. Should the Customer fail to notify DB Controls within the specified period then the Goods and Services shall be deemed to be in compliance with the order and free from any defect whatsoever. Unless the Australian Consumer Law provides for additional works to be completed.

Default of the Customer

If the Customer makes a default in any payment, commits any act of bankruptcy, has liens placed on a project or assets frozen or restrained, or becomes subject to any form of external administration or an application for any form of external administration is made, DB Controls may at its option withhold further deliveries or refuse further supply of Goods or credit without prejudice to its rights thereunder. Where such default occurs, this shall not in any way prejudice the right of DB Controls to recover any amounts due for goods and services previously supplied, or manufactured to the Customer" requirements.

Sub-Contracting

DB Controls reserves the right to sub-contract the manufacture and/or supply of any part of the Goods or Services quoted or of any materials or services to be supplied.

Title of Goods

The legal and equitable title to and property in the Goods will not pass to the Customer until the Customer has paid all monies owed to DB Controls on any account whatsoever. Payment shall not be deemed to occur until all cheques in payment of monies owing to DB Controls have been presented and cleared in full. DB Controls reserves its right to enter upon any premises for the purpose of repossessing Goods. The right to repossess is without prejudice to any other rights of recovery otherwise available. Until all Goods are paid for in full the relationship of the Customer to DB Controls shall be as a fiduciary in respect of the Goods and accordingly, the Customer shall store the Goods in such a way that they can be recognised as the property of DB Controls and, if the Goods are sold by the Customer, DB Controls shall have the right to trace the proceeds thereof.

Time

For the purposes of any payment obligation under these Terms, time is of the essence.

General

The Customer will advise the DB Controls in writing, if it changes its name, its structure or officers or management or registered office.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question will not be affected.

No failure or delay on DB Controls' part in exercising any power or right under these Terms and Conditions operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right.

These Terms contain the entire agreement in respect of the supply of goods or services to the Customer. DB Controls may at any time set off any amount DB Controls owes the Customer against any amount payable by the Customer to the DB Controls.

Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of Western Australia and are subject to the non-exclusive jurisdiction of the courts of Western Australia.

