

Air Conditioning Upgrade Terms and Conditions

1. Definitions

In this agreement, unless the context expressly requires otherwise, the following terms have the following meaning:

- "Goods, the Upgrade" means the energy-efficient air conditioning system agreed to be purchased by you as set out in the Quote/Proposal/sales Order provided to you.
- "Customer, you" means the individual, company or legal person purchasing such goods.
- "Our, us and we" means The Green Guys Group Pty Ltd (ABN 28 143 063 263) and includes its employees, agents and subcontractors.

2. Site Assessment

2.1 The purpose of the site assessment ("Assessment") is to gather the information necessary to provide you with an accurate quote for upgrading to an energy-efficient air conditioning system.

2.2 Scheduling

- a. The Assessment will be scheduled at a mutually agreed-upon time and date.
- b. You must provide at least 24 hours' notice if the Assessment needs to be rescheduled.
- c. You are entitled to reschedule once without incurring a fee. Any subsequent reschedule you requested may incur a fee of \$100, in addition to any applicable Goods and Services Tax (GST).

2.3 Customer or their authorised representative must be present during the Assessment to provide access to all relevant areas of the property.

2.4 The Assessment will typically include:

- a. Evaluation of the existing air conditioning system.
- b. Assessing the space and requirements for the new system.
- c. Discussing energy efficiency options and customer preferences.
- d. Measuring areas and taking relevant notes and/or photographs.

2.5 The Assessment is a visual inspection. We cannot be held liable for any hidden or unseen issues that might be discovered during the installation of the Upgrade.

3. Quotes

3.1 Only written quotations issued by authorised employees, agents or subcontractors are accepted.

3.2 The quotation shall be valid only for thirty (30) days from the date of its issuance.

3.3 We will provide a written quote for the Upgrade based on the information gathered during the Assessment and discussions with the Customer or their authorised representative present at the time.

3.4 If, after the quote is accepted and the work begins, the Customer requests changes to the scope of the project, these changes will be considered a "Change Order" and may incur additional costs. We will provide a written estimate for any Change Orders before proceeding.

3.5 The quote is an estimate only and the final price may vary based upon unforeseen circumstances encountered during the Upgrade. Any substantial changes will be discussed with the Customer before proceeding.

3.6 The quotation may be amended at any time before you sign for approval.

3.7 We reserve all rights to cancel or withdraw any quote at any time before the delivery and installation of Goods.

3.8 In the event of cancellation by the Customer, we reserve our rights to deduct the handling/administrative and all other costs incurred by the cancellation.

3.9 By completing and signing a Quote, you are committing to paying the total amount payable under these terms and conditions in accordance with clause 5 including any variations or additional costs necessary to complete your Upgrade.

4. Installation

4.1 You agree that you will be present at your premises at the time of the installation of the Goods, to:

- a. grant access to your premises for either our employees, agents or subcontractors to install the relevant system for you,
- b. ensuring the removal of any furniture, belongings, non-fixtures, obstacles, or other items from the surface and surrounding area where the installation is to be carried out; and
- c. complete, sign and return to us all documents required to be signed to give effect to clause 7.

4.2 If on the installation date, we are not able to install the Goods for reasons within your control and the installation needs to be rebooked, we reserve the right to charge a rebooking fee to you.

4.3 If you initiate a cancellation within 72 hours prior to the scheduled installation date, you agree to pay a penalty charge amounting to \$500, in addition to any applicable Goods and Services Tax (GST).

4.4 The Victorian Energy Upgrades (VEU) program and the NSW Energy Savings Scheme (ESS) require air conditioning system upgrades to be installed by a licenced person. Only a licenced person employed and/or subcontracted by The Green Guys Group with insurance protecting their workmanship will provide a compliance certificate showing that the work complies with all the relevant standards.

4.5 We are responsible for the quality of workmanship carried out and will undertake the installation in a diligent and cautious manner. Workmanship can be determined to be affected by a defect if it is due to an error on our behalf, including our employees, agents, and subcontractors. Whilst we use our best efforts to ensure that installation is carried out with the utmost care, we are not responsible and are released from any and all liability should any unintended damage be done to:

- a. furniture, belongings, non-fixtures, or other items that were not removed from the surface and surrounding area where the installation is carried out.
- b. lawns, gardens, pathways, driveways, pavements, walkways, fencing, and other landscaping adjacent to and/or used for access to the installation area.

4.6 We reserve the right of discretion to vary the application or installation methods, processes, or using certain products based on past experience, site, weather and environmental conditions. Despite any variations, we will undertake installation work under the strict guidelines of the Victorian Building Authority (VBA), Energy Safe Victoria (ESV), and New South Wales Fair Trading regulations, in a diligent and cautious manner and ensure the quality of the materials or products used are approved under the relevant AS/NZ standards.

4.7 We will responsibly dispose of any unwanted product packaging. As required by the Victorian Energy Upgrades (VEU) program or the NSW Energy Savings Scheme (ESS), we will decommission your existing air conditioning system. Roof-mounted systems will be decommissioned but left in place. External outdoor units will be decommissioned, removed, and recycled. However, existing ducting and ventilation will remain in their current locations and will not be removed or recycled. We are not liable for any ceiling or wall repairs that may be needed after the decommissioning and removal process.

4.8 We can take no responsibility for asbestos dust, pollution or general asbestos-related damages caused by the movement of the material.

4.9 We cannot be held responsible for unforeseen electrical issues existing within the property that may arise when installing air conditioning.

4.10 Unless otherwise requested or specified, bathrooms, laundry, garages, and toilets are not included in air-conditioned spaces.

4.11 Indoor noise from the indoor and outdoor units of the air conditioning system may have a low to medium noise level depending on the situation which we cannot take responsibility for. We will advise you on the best possible location for the outdoor air conditioning unit considering the noise level.

4.12 It is assumed that your property has the minimum R rating of insulation in your walls and ceiling. Problems with condensation and unit performance can occur if your insulation is not to standard. Lack of insulation may cause the outlets to 'sweat', damaging the ceiling during extremely hot weather conditions—The Green Guys Group therefore cannot be held liable for repairs if such damage should occur.

5. Payment

5.1 On the installation date, you must sign all government rebate and incentive scheme forms that are capable of being assigned to us or at our direction.

5.2 Our Trading Terms are strictly seven (7) days. In the event that your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including commission on collection of the additional costs and also including legal demand costs. Overdue accounts will be subject to interest in accordance with the Penalty Interest Rates Act 1983 until the delinquent account is remitted in total.

5.3 All amounts payable by you under this agreement will only be accepted as having been made when the funds are cleared in our bank account.

6. Warranties

6.1 Our Goods come with the relevant Manufacturer's product warranty and labour warranty provided in the Quote.

6.2 Warranty claims will only be accepted if the Goods are faulty and you comply with the provisions of this clause 6 and will not be provided where the goods are faulty due to your fault such as lack of maintenance. If you believe your Goods or installation services are faulty, please contact us using the contact details provided in your Quote or below, with a full description of the fault (including images if possible). If we determine, in our absolute discretion:

- a. that your supplied Goods or installation services may be faulty, we will conduct a further inspection before deeming a product or installation faulty. If we determine that the relevant Goods or installation services are faulty and covered by this warranty, we will rectify the fault, repair and/or replace the faulty air conditioning system;
- b. that the relevant Goods and/or installation services are not faulty, or are faulty due to lack of maintenance, fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, failure to take reasonable care, adverse or unexpected environmental conditions, wildlife, and/or unknown substrate contaminants, moisture, the passage of gases or other substances outside of our control, we will refuse your warranty claim and charge you for our services at our applicable service labour rate;
- c. If you fail to comply with the provisions of this clause 6 in respect of defective Goods and/or installation services, we may, in our absolute discretion, issue only a partial refund or no refund in respect of such defective Goods and/or Services, provided that nothing in this clause 6 is intended to limit the operation of any manufacturers' warranties which you may be entitled to or any of your rights which cannot be excluded under applicable law.

6.3 We do not accept returns or refunds for any error or miscommunication in any specifications set out in the Quote. It is your responsibility to ensure such details are correct before signing.

7. Rebates and Incentives

7.1 You irrevocably agree to assign to us or to our accredited partners (at our direction) the benefit of all and any government rebate and incentive scheme payments that are capable of being assigned to us or at our direction and that may be claimed in relation to the Goods. The assignment of the rebates will constitute (partial) payment for the Goods.

7.2 You must do all things necessary and complete and sign all documents required to be completed and signed in order to give effect to clause 5.1 and return all of those documents to us.

7.3 If:

- a. you do not assign to us or at our direction, the rights to any government rebate or incentive scheme referred to in clause 5.1 and return to us all the completed and signed documents required to be completed and signed; or
- b. where any rebate or incentive scheme referred to in clause 5.1 may only be paid directly to you; you must on or prior to the installation date of the Goods, pay us the full cash value of those relevant

rebates and incentive payments (as unilaterally determined by us) in consideration for which we will provide you with all documents necessary to enable you to claim and/or retain any relevant rebate or incentive payment from the relevant government authority.

7.4 We reserve the right to adjust the quotation or pricing for your upgrade and subsequently present you with a revised proposal prior to the installation date of the Goods. This action may be taken in response to fluctuations in the rebates amount, energy-saving certificate value, or quantity, as dictated by changes under the applicable government schemes and programs.

7.5 If after installation of the Goods, the regulator of the relevant government rebate or incentive scheme rejects the documentation relating to the Goods installed in your premises for any reason, we reserve the right to charge back to you the full cash value of those rebates or incentive and this amount will be payable by you to us immediately upon demand.

8. Title to the goods

8.1 Title to the Goods does not pass until payment in full has been made for all amounts owed in connection with the Goods and we expressly reserve the right to take possession of the goods supplied by us to you at any time until full payment has been received for the Goods supplied to you. Payment includes the assignment of all relevant government rebates and incentive scheme payments capable of being assigned to us.

9. General

9.1 We reserve the right to lay down further Terms and Conditions as we may deem necessary, or to amend any portion of these Terms and Conditions, in whole or in part, at any time. Any revision to these Terms and Conditions will be published on our website www.greenguys.com.au. Changes in these Terms and Conditions will be effective when such revision has been published.