

Terms & Conditions

As at Aug 2021

1.1 PRICING

Goods are invoiced at the prices ruling on the date of delivery. All prices quoted are in Australian dollars and are exclusive of a) Taxes (Including GST) and duties, and b) Any delivery charges or surcharge, or both, otherwise imposed by Haiton Int'l Pty Ltd in its absolute discretion.

Any tax or other impost on the production, sale or shipment or any Goods sold by Haiton Int'l Pty Ltd now imposed or hereafter becoming effective shall be added to the price quoted and shall be paid by the Purchaser to Haiton Int'l Pty Ltd. Any orders placed by the Purchaser under the value of a \$300.00 will attract a freight charge. Pricing is subject to variation without notice.

1.2 AGREEMENT UPON PURCHASE

By purchasing large items such as compressors, you must agree to complying with our inspection procedures if you apply for warranty claims. See also 1.5 RETURN POLICY.

1.3 DELIVERY

Haiton International Pty Ltd shall use its best endeavours to deliver the Goods to the Purchaser on or before the estimated delivery date but Haiton International Pty Ltd is under no liability whatsoever for any failure or delay in the delivery of the Goods unless Haiton International Pty Ltd has given a written guarantee of delivery specifying agreed liquidated damages and a loss has actually been suffered by the Purchaser.

Haiton International Pty Ltd reserves the right to deliver any one or more consignments as part delivery with each consignment to be paid for in accordance with these Standard Terms.

Goods ordered by Purchaser shall be despatched by Haiton International Pty Ltd to the Purchaser at the Purchaser's usual place of business provided that from the time the Purchaser signs for the Goods Haiton International Pty Ltd risk of any loss or damage to the Goods from whatever cause shall be borne by the Purchaser. Any damages to items must be notified by phone or writing within 24 hours.

1.4 ACCOUNT TERMS

Unless otherwise stated and subject to satisfactory and continuing credit approval by Haiton International Pty Ltd, Credit Account payment terms are as follows:

1.4.1 If approved for 30 day terms - payment in full must be made on or before the last day of the month following the invoice date.

1.4.2 If approved for 7 day terms - payment in full must be made within 7 days of the invoice date.

A penalty charge will accrue on overdue payments at the rate of 2 per cent per month converted to a daily basis from the date due for payment for each day until the date of actual receipt of payment by HAITON. Unless a Credit Account is in place with HAITON prior to the date of the Purchaser's order, payment for all Goods shall be made on delivery.

1.5 RETURN POLICY

Subject to these standard terms, goods will not be accepted for return of credit without the prior approval of Haiton International Pty Ltd.

1.5.1 Non-standard or specially manufactured goods are not returnable.

1.5.2 Haiton International Pty Ltd reserves the right to impose a surcharge, of up to 35 per cent, on the price of any goods returned. Haiton International Pty Ltd may in its absolute discretion impose a charge, levy or tax associated with the return of goods including, but not limited to, freight costs.

1.5.3 Any claim in respect of faulty or defective goods, or in respect of any incorrect supply of goods, must be made by the purchaser within 7 working days of the receipt of the goods. After 7 days, Haiton International Pty Ltd strictly does not accept the return of goods.

1.5.4 REFRIGERANT GASES. Returns are NOT ACCEPTED for refrigerants gas. This includes all refrigerant gas sold by Haiton, either in bottles or in cans.

1.5.5 COMPRESSORS. To return large items like compressors, you must return the item with a skid and have the "this way up" sticker clearly displayed on the package. Any damage incurred during the shipping process due to careless packaging will not be covered by warranty.

1.6 LIMITATION OF LIABILITY

Haiton International Pty Ltd accepts no liability to the Purchaser or to any third party for any loss or damage of any kind whatsoever including without limitation loss of profit and consequential loss caused by any act, negligent or otherwise, or omission by Haiton International Pty Ltd its servants or agents or any other persons in any way related to or arising out of the supply or non-supply or performance or non-performance of anything or any service provided for or contemplated by or in pursuance of this Agreement.

1.7 BOOKING CHECK-UP & REPAIR SERVICES

Check-up services are **NOT** repair services; check-up services come first and repair services after. Check-ups are one-hour sessions where the hired mechanic attempts to identify the issue with your malfunctioning machine. When you book a service from Haiton, you will receive a check-up by default; this comes with an upfront attendance fee*.

When the mechanic successfully identifies the issue, you can decide whether to dismiss the mechanic or continue with a full repair. If you choose to continue with a full repair, you are hiring a repair service. You must first sign a payment agreement form and later pay in full when Haiton sends you the invoice after the service.

*upfront attendance fee: aka callout fee, varies depending on the machine type. See 1.6.1 for specifics.

1.7.1 Attendance Fee

Attendance fees must be paid upfront for the first hour of service (i.e. check-ups). See fees below:

Cool Room / All Refrigeration-related Machinery: \$75 +GST, strictly 1 hour, trip 1 hour.

Duct Air Conditioners: \$180 +GST, strictly 1 hour

Split Air Conditioners: \$110 +GST, strictly 1 hour

*Fees are subject to change, please ensure you have the latest version of Terms & Conditions.

*1.5% surcharge applies for credit card payments.

1.7.2 Agreement Form for Hiring Further Repair Service

The agreement form is a piece of document signed by both the customer and the mechanic on the day of service. By signing the form, the customer agrees to pay in full the owing amounts according to the invoice, by the appointed 2-week deadline (The invoice will be sent after the repair service). Interest of 5% will be charged on the owing amount yearly should customers miss the deadline. The form also ensures customers will understand the legal consequences incurred if they refuse payment and disputes cannot be resolved in private. Customers' personal details as collected by Haiton by the agreement form is used solely for this purpose.

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