

## TERMS and Conditions of Sale.

## Payment and Delivery

- TITLE in the Goods does NOT pass to the Purchaser unless and until full payment has been received and cleared by the Bank.
- Goods will NOT be dispatched until fully paid and cleared Funds are deposited in our nominated Bank Account
- On receipt of Funds, goods will be dispatched as agreed on the Invoice, on the following day or next available day for Dispatch for interstate destinations. Delivery time will depend on location since we have a nation-wide Delivery network; Vic., S.A. and N.S.W. generally within 3 days; W.A. and Qld delivery time will be dependent on location.
- EURO CHILL cannot be held responsible for delays in transport these incidents, while regrettable, occur only rarely and are completely outside of our control.
- Installation is NOT included as part of the Delivery
- Removal of old or dis-used Equipment is NOT included as part of Delivery this Service can be provided at additional cost but MUST be pre-arranged.
- If goods cannot be accepted at the arranged time of delivery, a second delivery charge will apply and be charged and Paid for prior to the second delivery being completed.
- Methods of Payment are:
  - o EFT Bank details on each Invoice
  - VISA and M/CARD C/Card payments accepted over the Phone or in person 2% surcharge applies to the Total Charge

# Damage in Transit

- If goods are damaged on arrival, it MUST be reported to the Driver and also reported to our Office within 24 Hours of delivery
- EURO CHILL Management will decide at its discretion to Repair or Replace goods

#### Returns

- If goods are deemed not fit for purpose, EURO CHILL will arrange pick-up of the goods and delivery of Replacement at our expense. If no replacement is possible, a Full Refund will be given at EURO CHILL's discretion.
- Change of heart is NOT considered a legitimate reason for Return of Goods and will not be accepted.
- In the case of major fault or defect of goods purchased from Euro Chill Pty Ltd a full Refund will be made in accordance with Australian Consumer Law.

#### Warranty

It is the Customers responsibility to provide Proof of Purchase with a copy of Original Invoice showing Purchase date

- For Refrigeration, Commercial or Medical, Compressor burn-out, over-heating or other damage or poor performance resulting from 'FOULED CONDENSERS' is definitely NOT covered by warranty, and service for these call-outs will be charged at the ruling rate.
- Warranty Service is provided by a Network of service Technicians around the Country. However, for remote locations well outside of major Centres, travel charge may apply.
- Warranty work is carried out in 'normal work hours' meaning Monday-Friday, 8am -5pm. Work outside these times or on week-ends is chargeable at A/H rates.
- Glass and Globes on any Appliance are NOT covered by warranty provided by EURO CHILL

### Fair Wear and Tear – Abuse

- Goods deemed to have been abused, or tampered with, or altered in any way will NOT be covered by EURO CHILL's Warranty
- Fouled Condensers is considered 'abuse' and resulting damage is NOT covered.
- Alteration of Digital Programmed settings may also be considered abuse if it affects the operation of the Unit and service is required as a result.
- Fair 'Wear and Tear' is not covered within the warranty period unless the operation of the Unit is compromised. In such cases, Euro Chill will repair/replace parts etc at our own expense.

## **Cancellation**

- A Fee of 25% of the Total cost will apply to Orders where goods have been ordered in or purchased by EURO CHILL to fulfil an Order.
- If delivery has already occurred, the full cost of the Delivery fee will be added to the cancellation fee imposed

#### Severance

• If any provision of this Agreement is unenforceable or invalid in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement with regard to the invalid provision are and continue to be valid and enforceable in accordance with their terms.

### **Jurisdiction**

• This Agreement is governed by and is to be construed in accordance with the laws of the State of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Victorian courts and courts entitled to hear appeals from these courts.

### Variation

 EC may vary the above terms and conditions at any time by supplying new terms and conditions in writing. You, however, must first seek and obtain EC's written consent to vary any terms of this agreement.

### **Privacy Policy**

- Euro Chill does NOT collect, store, use, share, sell or disclose to any 3<sup>rd</sup> party any personal or private information or details connected with any Purchaser, client or Company
- Euro Chill does NOT store or retain details of Credit Cards or Bank details of any Purchaser, client or Company, save for the purpose of the transaction for which the details were obtained.

The Management
EURO CHILL Pty Ltd

ABN: 39 115 747 650

1300 459 140

Jack Boer (Director)