

# DAIKIN AUSTRALIA: TERMS & CONDITIONS FOR SERVICE CALLS

## 1 GENERAL

- 1.1 This document (the **Terms**) sets out the terms for provision of services between you and Daikin Australia Pty Ltd, ABN 62 000 172 967 (**Daikin, we, us or our**).
- 1.2 You may be entitled to certain non-excludable rights, protections and remedies under law including under the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth). Nothing in these Terms is intended to exclude, restrict or modify the effect of any rights, protections or remedies imposed by law which cannot be excluded, restricted or modified.

## 2 SERVICES

- 2.1 If we accept your Request for service, we will provide a confirmation that your request has been accepted (**Confirmation of Order**).
- 2.2 **Inspection.** To confirm the scope of the Services and cost, Daikin's service technicians may conduct an initial inspection at the relevant premises. We will advise you of the date and time of inspection. If you need to cancel a scheduled inspection, you must promptly contact us to reschedule. We may charge an additional call-out fee if we need to reschedule.
- 2.3 We will provide Services solely subject to the Confirmation of Order, these Terms, the Service Request Form and any other additional terms agreed by you with Daikin in writing.
- 2.4 **Service Order Form**
- (a) Following inspection, Daikin's service technician will provide you with an estimate of the cost setting out the proposed scope of work which may include a validity date by which you need to accept our estimate and offer to perform the scope of work. The estimate will detail the scope of work to be performed for the Services and the price of labour and of any parts or other items required for the Services. If you accept the estimate, it must be signed by you as acceptance of the scope and associated price of the Services to be provided to you.
- (b) Dates in Estimate for performance of the Services are estimates only and may need to be changed by us, such as if there is a delay in delivery of required parts. Where a delay is anticipated by Daikin, we will provide you with reasonable notice so that a rescheduled date for the performance of Services can be agreed upon between us and you.

## 2.5 Works

- (a) Unless otherwise agreed, all Services will be provided during normal business hours.
- (b) The scope of the Services will be based on the information provided in the Service Request Form and circumstances apparent to service technicians on the day of the inspection. Where:

- (i) any conditions under your reasonable control deviate from the day of inspection; or
- (ii) any information provided by you which formed the basis of the scope of Services in the Estimate is materially incorrect, and/or
- (iii) the site environment does not allow us to comply with our workplace health and safety obligations;

this may result in the Services being unable to be performed on the day or require a modification to the scope of Services.

## 3 CANCELLATION

- 3.1 **Cancellation by us.** We reserve the right to cancel your order for Services notwithstanding that you had paid (in whole or in part) including, without limitation, where stock or service technicians are not available, there has been a substantial error in the Quote provided, or we reasonably believe that you are in breach of these Terms. In the event that your order for Services is cancelled by us, we will refund you any amount paid to us in advance of Services not yet performed. If we are not at fault, we may also charge for unrecovered reasonable costs incurred.
- 3.2 **Cancellation by you.** If you cancel the order for Services following Daikin issuing a Confirmation of Order, you will be liable to pay a [Cancellation Fee]. You agree that the Cancellation Fee is a reasonable estimation of the reasonable losses, damages and expenses incurred by us as a result of the cancellation of the order for Services.
- 3.3 **Force Majeure.** Neither party will be liable for any loss or damage suffered by the other party due to any delay or any breach or default under the Terms in circumstances to the extent that such delay, breach or default results from causes beyond the party's reasonable control.

## 4 OUR RESPONSIBILITY AND LIABILITY TO YOU

- 4.1 Daikin will perform the Services in accordance with applicable industry standards and take all reasonable steps to ensure that dispatched service technicians are suitably qualified for the Service.
- 4.2 To the maximum extent permitted by law and other than as expressly set out in these Terms including clause 1.2, all terms including any warranties implied by statute or other law are expressly excluded.
- 4.3 To the extent permitted by law and other than as expressly set out in these Terms including clause 1.2, our sole liability to you under or in connection with these Terms in contract, tort (including negligence), statute or otherwise, is limited to the provision of a re-supply of services or a refund, at Daikin's option.

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### 5 YOUR RESPONSIBILITY AND LIABILITIES

5.1 You represent and warrant the accuracy of all the information you provide to us in connection with the Services and acknowledge that Daikin shall not be responsible for any damage or loss in respect of any inaccuracy or a failure by you to provide adequate information.

5.2 You agree to maintain any appropriate insurance for the property for any loss, expense or damage caused in connection with performance of the Services.

#### 5.3 Access

- (a) You must be available to provide access to our service technicians to the premises to conduct the inspection and perform the Services at the agreed dates and times. If you are not available to provide access at the agreed date and time, you may be charged a [Rescheduling Fee], which you agree is a reasonable estimation of our losses for dispatching our service technicians. As soon as reasonably practicable, the parties will agree to an alternative date for the Services to be provided.
- (b) Solely for the purposes of and for the duration of providing the Services, you grant us (and any agents or contractors engaged by us) a license to enter and use the specified premises (and any adjacent and associated premises which are reasonably necessary to access for the completion of the Services). You warrant to us that you have the necessary rights or authorisation to grant us this license.
- (c) You must ensure our access to the specified premises is safe, convenient and unhindered.
- (d) If our service technicians reasonably consider

that the requirements under 5.3(c) have not been met, the Services may be unable to be performed. In such an event, you will be charged a [Rescheduling Fee], and the parties will agree to an alternative date for the Services to be provided.

### 6 PAYMENT

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6.1 You must pay to Daikin:

[The total amount, unless otherwise stated in the Estimate, which includes GST and any relevant delivery charges to the nominated delivery address (where applicable).

### 7 MISCELLANEOUS

- 7.1 Each party shall keep confidential all information and materials, in any form, not lawfully in the public domain, in the possession of or under the control of the other party.
- 7.2 The Terms are governed by and must be interpreted in accordance with the laws of New South Wales. You agree to unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales determined in accordance with this clause.

### 8 SCHEDULE OF FEES

- 8.1 Rescheduling Fee: \$35
  - 8.2 Cancellation Fee: \$35
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