

Terms and Conditions

Stock Availability

Some items may not be in stock at the time of placing order. One of our sales consultants will contact the purchaser within 48 hours to confirm delivery time and stock availability. Waiting times for goods can vary from 1-2 days and up until 6-8 weeks in some cases.

Payment

All equipment remains the property of BM Refrigeration Services until payment has been received in full and all monies have been cleared or deposited into the nominated BM Refrigeration Services bank account.

A 40% deposit is required to place an official order with BM Refrigeration Services if goods are not in stock and must be ordered. If items are ready for immediate dispatch then payment is required in full in advance before any items are shipped. This is inclusive of any freight charges that are to be incurred as well. Trading Accounts will be subject to their individually agreed terms and conditions. If paying by Credit Card, all details including the CCV number must be submitted in order to prevent any fraudulent credit card transactions if goods are purchased online or other the phone.

Cancellations

orders may be cancelled under the following conditions.

a) That the cancellation is received before any goods that are specially ordered begin manufacture. If not, the purchaser will be responsible to take delivery for the goods and pay in full. If the purchaser should refuse to accept these goods, any deposits or monies paid will be forfeited by the purchaser as there is no return on custom made goods.

b) If the equipment is a stock item cancellation must be received one week before shipping. Cancellation cannot occur on the day that goods are sent or already collected by the carrier. This will not be accepted as sufficient cancellation notice and the purchaser will be liable to take the goods. A cancellation fee will apply being a minimum of 20% of the purchase price for any goods incorrectly ordered.

Return of Goods

Goods being returned for credit must be arranged with BM Refrigeration Services and is at the expense of the customer to return to the nominated address as instructed by BM Refrigeration Services. All goods returned due to change of mind will not be refunded and a credit note will be issued. All returned goods are subject to a 25% restocking fee, and will only be accepted if returned in original condition with packaging, warranty cards and instruction manuals. If the returned item has been used in any way it will not be accepted by BM Refrigeration Services and no credit will be issued. Any goods to be returned must be arranged with BM Refrigeration Services in advance and only then at their discretion can items be returned to store for credit.

Please note that there are No Refunds.

Terms of Delivery

All deliveries organised by BM Refrigeration Services on behalf of the customer are to kerb side or street level only, unless previously arranged with BM Refrigeration Services. If BM Refrigeration Services is not previously told of any stairs or other access issues preventing a smooth delivery, the transportation carrier has right to refuse delivery upon arrival as they will not be sufficiently equipped to deliver on site. This is the responsibility of the purchaser to correctly notify BM Refrigeration Services with all delivery access and information prior to. If this is the case and further charges occur, the customer will be liable to pay all extra charges as they have misinformed BM Refrigeration Services prior to the delivery occurrence.

Delivery Dates

All delivery dates as supplied on invoices are approximate only. We guarantee to do the best to deliver goods on time to all our clients however are not responsible for any delays that arise from any 3rd parties. BM Refrigeration Services cannot guarantee exact delivery dates as it is subject to any transportation issues that can arise prior to delivery. BM Refrigeration Services will do their best to guarantee that the goods are delivered on or close to the date arranged with the customer. BM Refrigeration Services is not responsible for any delays that may occur.

Warranty

All items are covered by the manufacturer's standard warranty. These terms are listed for each individual item on the website. Not all warranties are onsite. Smaller items may be a back-to-base warranty. Please read carefully when purchasing item. If there are any further enquiries, please do not hesitate to contact BM Refrigeration Services either by email at info@bmrs.com.au or on (02) 1300 669 353 before purchasing. Warranty DOES NOT COVER ANY PERISHABLE PRODUCTS lost due to the fault of any item sold. If an item is out of warranty then the customer is liable to pay any further charges incurred after the date of expiration. Warranty can be voided if customers tamper, alter or have another 3rd party repair any faults that may occur during the period of warranty without prior written approval from the manufacturer. If this is the case, the customer will be fully responsible for the item once the warranty is voided.

Damaged Goods

If an item is received and is damaged or faulty in any way, you should immediately notify BM Refrigeration Services by phone, fax or email listing your contact name, address, phone and fax numbers our invoice number and details of the fault and what is wrong with the item. The manufacturers need to be contacted immediately in order to rectify any faults. Any delivery dockets or consignment notes must be kept and also submitted to BM Refrigeration Services for claims against transport companies. It may be necessary to forward photographs by form of email or post for any items sent interstate in order to assess damage to goods.

Insurance

Insurance for goods in transit is not included in the purchase price. If insurance is required please notify BM Refrigeration Services immediately as a quotation will need to be arranged before shipping.

Acceptance of Sale

By placing an official order with BM Refrigeration Services implies that you as the purchaser agree to all our terms and conditions of sale as listed above. Please contact us direct if you have any further enquires before ordering any goods.

Service and Repair Warranty

BM Refrigeration Services workmanship is guaranteed for a period of 30 days.

Only parts replaced are covered for a period of 30 days from commissioning.

The manufacturer warranties are for parts only and are solely at the discretion of the said manufacturer.

Manufacturers Warranties for capital equipment (compressors, evaporators, condensing units and condensers) is 12 months.

Manufacturer warranties DO NOT cover any labour or refrigerant or other parts that are deemed necessary to effect proper repair to you the client's equipment. These charges will be passed on to you.

If work to be performed is above the value of your credit limit requested, this amount will be requested to be deposited into the BM Refrigeration Services bank account before work commences. The outstanding balance is to be paid under the normal terms of this agreement.

The management of BM Refrigeration Services reserves the right to suspend this agreement at any time.

All after hour's attendance/charges are not covered by any warranties or understandings, made by BM Refrigeration Services. After hours is charged in a four (4) hour block for the first four (4) hours and hourly after that.

All charges are subject to change without notification.

BM Refrigeration Services accepts no liability for any repairer's fees or repair work carried out without authorisation in writing by **BM Refrigeration Services** prior to commencement of the service or repair.

The warranty shall cease and **BM Refrigeration Services shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without BM Refrigeration Services consent.**

In respect of all claims BM Refrigeration Services shall not be liable to compensate the client for any delay in either replacing or remedying the workmanship or in properly assessing the client's claim.

For goods not manufactured by BM Refrigeration Services, the warranty shall be current warranty provided by the manufacturer of the goods. BM Refrigeration Services shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the goods.

The Warranty Period commences from the date of original installation or the purchase from the manufacturer, whichever is earlier.

BM Refrigeration Services obligation under this warranty is limited solely to replacement (without charge) of any part or parts of the Equipment which are defective and any labour required to replace those defective parts. Whether or not any part or parts is defective is determined at the sole discretion of the local **BM Refrigeration Services** distributor. **BM Refrigeration Services** reserves the right to nominate the service repairer for work carried out under this warranty agreement.

Liability under this warranty does not extend to:-

- 1) Any loss, damage or expense directly or indirectly arising from the Customer's use or inability to use the Equipment;
- 2) Any Equipment which has been subject to misuse (including but not limited to the use of abrasive chemicals), neglect, alteration, incorrect installation, flood, fire or other act of God, or to any Equipment which has been altered by any person other than **BM Refrigeration Services** or its authorised representative;
- 3) Any special, indirect or consequential damages to any person or property including any economic loss whatsoever resulting from any defective part, material or workmanship howsoever arising;
- 4) Breakage of glass or plastic components or the replacement of fluorescent tubes or starters;
- 5) Any labour costs which exceed our standard hourly labour rate (available upon request);
- 6) Failure of any Equipment due to any negligence or fault on the part anyone other than **BM Refrigeration Services** or its authorised representatives;
- 7) Travelling time in excess of 1 hours or at all where work is to be performed on Equipment which is located off the Australian mainland;
- 8) Costs of normal operational maintenance, adjustments or cleaning;
- 9) Equipment supplied as spare parts or in component form only or as a deleted stock line; or
- 10) Equipment or parts specifically excluded from this warranty by **BM Refrigeration Services**.
- 11) After hour's attendance and certain pieces of consumable equipment such as refrigerant, filter/driers and fuses are not covered under warranty.
- 12) Any existing equipment used, is not covered by any warranties or understandings, Made by BM Refrigeration Services.

BM Refrigeration Services makes no representation that any work to be performed under this warranty will be carried out within any particular time limit.

This warranty does not extend to Equipment supplied to commercial customers as determined at the sole discretion of **BM Refrigeration Services**. Where this warranty applies to Equipment not manufactured by **BM Refrigeration Services** it is in replacement of the warranty provided by the Equipment manufacturer (if any)'s warranty. Notwithstanding the following, where the Equipment manufacturer specifies a greater warranty period than this warranty, then this warranty shall be extended to same period as specified by the Equipment manufacturer (if any). This warranty shall not be varied, supplemented, qualified or novated by any prior course of dealing between the parties or by usage of the trade.

The Customer is obliged to complete a warranty validation card (attached hereto) and return same to **BM Refrigeration Services**.