

Standard Terms and Conditions of Sale and Supply of Goods and/or Services

Version 3 - 21 May 2025

These terms and conditions are subject to the Competition and Consumer Act 2010 (Cth) and other applicable Australian consumer protection laws. Nothing in these terms is intended to exclude, restrict or modify any rights that cannot be lawfully excluded. Where a conflict exists between these terms and any non-excludable consumer guarantee, that guarantee shall prevail to the extent of the inconsistency.

1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

- 1.1** "AirFreeze" means AirFreeze Engineering Pty Ltd ACN 151 057 117 ABN 20 151 057 117, its successors and assigns, and any person acting on its behalf.
- 1.2** "Agreement" means the binding contract between AirFreeze and the Customer comprising the applicable Purchase Order or Service Request, any Quotation, any tax invoice, and these Terms.
- 1.3** "Business Day" means any day except a bank or public holiday throughout Australia, a Saturday, or a Sunday.
- 1.4** "Consequential Loss" means exemplary, punitive, aggravated or nominal damage; loss of opportunity; loss of revenue, profit or anticipated profit; loss of contract; loss of goodwill; loss from business interruption; and any loss not within the reasonable contemplation of the parties as the probable result of a breach.
- 1.5** "Customer" means the person or entity who has requested work, accepted a Quotation, or placed a Purchase Order, including their successors and permitted assigns.
- 1.6** "Deposit" means any upfront payment required by AirFreeze prior to commencing supply of Goods or performance of Services.
- 1.7** "Document" means any invoice, quotation, tender, delivery note or other formal written communication issued by AirFreeze.
- 1.8** "Force Majeure Event" means any event beyond a party's reasonable control, including acts of God, war, terrorism, civil unrest, strikes, fire, flood, earthquake, epidemic, pandemic, quarantine restrictions, acts of government authorities, material shortages, cyber-attacks, ransomware, or default of a third-party supplier.
- 1.9** "Goods" means all heating, ventilation, refrigeration, air-conditioning, electrical and associated equipment, materials, parts and products supplied by AirFreeze, as described in a Purchase Order, Quotation or tax invoice.
- 1.10** "GST" means the Goods and Services Tax imposed under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related act or regulation.
- 1.11** "Insolvency Event" means any act of bankruptcy, appointment of a receiver, administrator, liquidator or controller, entry into a deed of company arrangement, winding-up resolution or order, or any circumstance where a party becomes unable to pay its debts as and when they fall due.
- 1.12** "Intellectual Property" means all present and future rights in any copyright, trademarks, designs, patents, circuit layouts, business names, inventions and all other results of intellectual activity.
- 1.13** "Loss" means any direct loss, indirect loss, Consequential Loss, loss of anticipated profits, loss of business opportunity, liability, damage, cost or expense (including legal costs on a full indemnity basis) of whatever kind.
- 1.14** "Mixed Goods" means goods in which the Goods have been converted, mixed, commingled with other articles, or have become part of another product.
- 1.15** "PPSA" means the Personal Property Securities Act 2009 (Cth) as amended or replaced from time to time.
- 1.16** "Price" means the price payable for the Goods and/or Services in accordance with clause 3.
- 1.17** "Purchase Order" or "Service Request" means any purchase order, work order, work authorisation, service request, or any direction from the Customer to proceed with supply or performance of Goods and/or Services (whether oral or written).
- 1.18** "Quotation" means a written proposal of work to be carried out, issued by AirFreeze.
- 1.19** "Services" means all installation, maintenance, repair, commissioning, decommissioning, delivery and associated services described in a Purchase Order, Quotation or tax invoice.
- 1.20** "Warranty Period" means twelve (12) months from the date of completion of Services or provision of Goods, unless a longer period is specified by the relevant manufacturer's warranty.

2. AGREEMENT AND ACCEPTANCE

- 2.1** These Terms apply to and form part of every Agreement between AirFreeze and the Customer. They supersede any previously issued terms and conditions, including any terms provided by the Customer, except as agreed in writing by an authorised representative of AirFreeze.
- 2.2** The Customer is taken to have accepted and is immediately bound by these Terms if the Customer: places a Purchase Order or Service Request; accepts

delivery of Goods; directs AirFreeze to proceed with any work; or accepts a Quotation (online, by email, or in writing to admin@airfreeze.net.au).

- 2.3 Any alteration, amendment, waiver or cancellation of these Terms provided in any communication from the Customer is rejected by AirFreeze and will not be binding unless AirFreeze's authorised representative acknowledges and accepts such variation in writing.
- 2.4 AirFreeze is not bound by any representations or statements made by AirFreeze's personnel other than its directors or company officers acting in their authorised capacity.
- 2.5 Verbal quotations will not be recognised by AirFreeze. An order is accepted only upon receipt of a written Quotation acceptance or a valid Service Request lodged via phone, email or AirFreeze's accounting software portal.
- 2.6 By accepting these Terms, the Customer represents that it is solvent and has the authority to enter into this Agreement.

3. PRICING

- 3.1 All prices are in Australian Dollars and are inclusive of GST unless otherwise stated on the Document.
- 3.2 The Customer must pay AirFreeze the Price specified in the relevant Quotation or tax invoice. Where a discrepancy exists, the Quotation price shall prevail. In the absence of a Quotation, the tax invoice price prevails.
- 3.3 Prices stated on Documents are final and will not be discounted beyond what is stated. AirFreeze will not entertain requests for further discounts, including on past-due invoices.
- 3.4 Any Price quoted is based on the cost of labour, materials and statutory obligations applicable at the date of the Quotation. Any increase between the date of Quotation and the date of supply shall be borne by the Customer, and AirFreeze will issue a pricing variation notice or revised Quotation (see clause 7).
- 3.5 Prices are based on work carried out Monday to Friday 8:00 am to 5:00 pm. Labour rates do not include site allowances, after-hours or weekend work, accommodation or other allowances, which will be itemised separately.
- 3.6 AirFreeze reserves the right to cancel or rescind any trade discounts, special prices or rebates if the Customer fails to comply with these Terms.
- 3.7 AirFreeze shall be entitled to charge its reasonable additional costs for all delays caused by the Customer's instructions, lack of instructions, or failure to fulfil its obligations under the Agreement.

4. GST AND OTHER TAXES

- 4.1 Where the Price is stated as exclusive of GST, the Customer must pay AirFreeze an additional amount equal to any GST payable in respect of any taxable supply, provided AirFreeze issues a valid tax invoice.
- 4.2 If there is an adjustment event in relation to a taxable supply, the parties must make the appropriate adjustment payment promptly upon receipt of an adjustment note.
- 4.3 Any other taxes (excluding income taxes), duties, fees or charges levied by any government authority shall be paid directly by the Customer. If AirFreeze is required to pay such levies as a result of the Customer's failure to comply with applicable laws, the Customer shall reimburse AirFreeze upon receipt of AirFreeze's tax invoice.

5. QUOTATIONS

- 5.1 Any Quotation is valid for thirty (30) days from the date of issue, unless a different period is stated on the Quotation.
- 5.2 Prices in a Quotation are specific to that Quotation and are not transferable between quotations regardless of circumstances.
- 5.3 All Quotations must be accepted via the online link on AirFreeze's quotation or in writing by email to admin@airfreeze.net.au.
- 5.4 The Customer agrees to pay a Deposit of 10% of the Price upon acceptance of the Quotation for jobs under \$20,000. For projects of \$20,000 or more, staged payments will be required and stated clearly on the Quotation.
- 5.5 At AirFreeze's sole discretion, a non-refundable deposit may be required. If the Customer does not provide the requested Deposit at least three (3) Business Days prior to the scheduled commencement, AirFreeze may delay commencement and shall not be liable for any Loss arising from such delay.

6. PAYMENT TERMS

- 6.1 Time for payment is of the essence. Payment of the Price is due:
 - Domestic customers: immediately upon completion of the job or upon issuing of the invoice.
 - Commercial trade credit accounts: within thirty (30) days from the date of invoice, unless different terms are specified in the invoice.
 - Where Services are performed over time: AirFreeze may submit payment claims at monthly intervals.
- 6.2 Payment may be made by cash, cheque, EFT/bank transfer, credit card, or direct debit. Credit card payments incur a surcharge of 2.25% of the Price.
- 6.3 A payment plan may be arranged for domestic customers, subject to AirFreeze's written approval. Breach of a payment plan renders the entire

outstanding invoice immediately due and payable within seven (7) days of the breach.

- 6.4 If an invoice is overdue, AirFreeze may suspend the provision of Goods and/or Services until payment is received.
- 6.5 Interest on overdue invoices will accrue daily from the due date until the date of payment at a rate of 5% per month (60% per annum), calculated monthly.
- 6.6 If any amount is overdue, the entire outstanding balance immediately becomes due and payable and must be settled in full within seven (7) days of demand.
- 6.7 All costs incurred by AirFreeze in recovering outstanding monies, including debt collection agency fees, solicitors' fees and court costs, shall be paid by the Customer.
- 6.8 In the event of an Insolvency Event affecting the Customer, AirFreeze may cancel any outstanding Purchase Order and shall be entitled to reimbursement of its reasonable and proper cancellation charges.
- 6.9 Where AirFreeze repairs, modifies, inspects, maintains or services Goods, AirFreeze may retain possession until the Price is paid in full. If the Price is not paid within ninety (90) days of the relevant tax invoice, AirFreeze may, upon not less than seven (7) days' written notice, sell the Goods and apply the net proceeds to the outstanding Price.
- 6.10 AirFreeze may terminate the Agreement, in whole or in part, by giving the Customer not less than seven (7) days' written notice, or immediately by written notice if the Customer commits a material breach of the Agreement that is not remedied within fourteen (14) days of written notice requiring it to be remedied, or if an Insolvency Event occurs in respect of the Customer. Termination does not affect any right or remedy that has accrued to AirFreeze prior to the date of termination, and the Customer remains liable for all Goods supplied and Services performed up to that date.

7. ORDER VARIATIONS

- 7.1 If AirFreeze is asked to carry out additions or modifications beyond those set out in the Quotation, these will constitute a Variation. A written variation notice will be provided, and the Price will be adjusted accordingly.
- 7.2 Variations arising from hidden or unforeseeable site conditions (including hidden pipes, wiring, asbestos, poor weather, structural issues, or prerequisite work by third parties not completed) will be priced on the basis of AirFreeze's current rates and shown as variations on the invoice.
- 7.3 Work requested outside regular hours, or delays caused by the Customer's instructions or lack of instructions, will be treated as Variations and priced accordingly.

- 7.4 Any non-disclosure by the Customer of hazards, access limitations, chemicals, existing damage, or changes to mechanical plans shall be deemed a Variation, and the Customer shall pay all additional costs so incurred.

8. ORDER CANCELLATION

- 8.1 Domestic customers may cancel a Service Request within twenty-four (24) hours of placement without penalty. Commercial customers must cancel within twelve (12) hours.
- 8.2 Cancellation of recurring maintenance or service contracts must comply with the terms of the relevant maintenance/service contract.
- 8.3 Except where a cancellation right arises under applicable law or an express term of the Quotation, the Customer must not cancel, alter or terminate a Purchase Order or Agreement without AirFreeze's prior written consent. Where such cancellation occurs, the Customer shall:
 - forfeit any Deposit or staged payment paid to AirFreeze;
 - indemnify AirFreeze against all Loss arising from the cancellation, including return freight, third-party supplier commitments, labour and fabrication costs, and loss of profit;
 - where Goods are custom-made and production has commenced, be liable for the full Price of the cancelled Goods.
- 8.4 The Customer may cancel a Purchase Order by giving seven (7) days' written notice to AirFreeze. Regardless of circumstances, the Customer remains liable for all costs reasonably incurred by AirFreeze, together with AirFreeze's reasonable and proper cancellation charges.

9. DELIVERY AND CUSTOMER-DELAYED COMPLETION

- 9.1 Any delivery or completion date is an estimate only. AirFreeze is not obliged to meet such dates and will not be liable for delays caused by any reason whatsoever, including Force Majeure Events.
- 9.2 Delivery of Goods is taken to occur when: (a) the Customer or its nominated carrier takes possession of the Goods at AirFreeze's premises; or (b) AirFreeze (or its nominated carrier) delivers the Goods to the Customer's nominated address.
- 9.3 Risk of damage to or loss of the Goods passes to the Customer on Delivery. The Customer must insure the Goods on or before Delivery.
- 9.4 All delivery costs are in addition to the Price unless expressly stated otherwise in the Quotation. Unless otherwise agreed, all shipments are on an Ex Works basis at AirFreeze's premises.

- 9.5** Where the Customer fails to properly prepare for delivery or installation, AirFreeze may charge a site attendance or attempted delivery fee.
- 9.6** If the Customer fails to take delivery, AirFreeze may store the Goods at the Customer's cost at a rate of 0.5% of the Price per month or part thereof, in addition to any other reasonable storage costs.
- 9.7** Where the Customer delays the order for any reason, AirFreeze reserves the right to obtain payment for the Goods during the delay. All extra costs incurred due to the Customer's instructions, lack of instructions, or interruptions shall be reimbursed by the Customer on demand.

10. TITLE, PROPERTY AND SECURITY

- 10.1** Ownership of the Goods will not pass to the Customer and will remain with AirFreeze until AirFreeze has received payment in full for all Goods and Services supplied, including any Variations.
- 10.2** Until full payment is received, the Customer:
- holds the Goods as bailee for AirFreeze and must store them separately and in a manner enabling them to be readily identified as AirFreeze's property;
 - grants AirFreeze an irrevocable licence to enter the Customer's premises to retake possession of the Goods without liability for trespass or resulting damage;
 - must not sell, dispose of, charge or grant any encumbrance over the Goods without AirFreeze's prior written consent.
- 10.3** If the Customer sells or disposes of the Goods, the Customer must hold all proceeds on trust for AirFreeze to the extent of all amounts owed, and must pay or deliver such proceeds to AirFreeze on demand.
- 10.4** Where Goods have become Mixed Goods, ownership of the Mixed Goods immediately passes to AirFreeze to the extent necessary to repay all monies owing, and the Customer holds such Mixed Goods on trust for AirFreeze.
- 10.5** The Customer consents to AirFreeze registering and maintaining a security interest on the PPSR. The Customer agrees to promptly sign any further documents and provide all assistance necessary to facilitate such registration.
- 10.6** In connection with the PPSA, the Customer waives the rights set out in sections 95, 96, 115, 118, 121(4), 125, 130, 132(3)(d), 134, 135, 142 and 143 of the PPSA, to the fullest extent permitted by law.
- 10.7** The Customer charges all of its estate and interest in land, personal property and other property in favour of AirFreeze to secure all obligations under the Agreement. The Customer irrevocably appoints AirFreeze and each director of AirFreeze as the Customer's attorney to perform all acts necessary to give effect to this clause.

- 10.8** Once full payment is made, title and ownership transfer to the Customer.

11. ACCESS AND CUSTOMER RESPONSIBILITIES

- 11.1** It is the Customer's responsibility to provide clear and free access to the work site at all times, including adequate access and rigging for future servicing and roof harness securing points where required. AirFreeze shall not be liable for any loss or damage to the site unless due to AirFreeze's negligence.
- 11.2** The Customer must maintain the area free of extraneous materials and move any contents, fixtures, fittings or movable partitions as required by AirFreeze staff to carry out their work.
- 11.3** The Customer must ensure that all Goods, plant or equipment to which AirFreeze is required to connect are of the correct type, size, rating, standard, quality and finish, and conform with all relevant Australian standards. The Customer indemnifies AirFreeze against any costs incurred in rectifying errors arising from non-compliance.
- 11.4** The Customer warrants that the structure of any premises in or upon which Goods are to be installed is sound and will sustain the installation and incidental work.
- 11.5** AirFreeze is not responsible for the removal of rubbish from or clean-up of any building or construction site, unless expressly included in the Quotation.

12. DUTY OF DISCLOSURE

- 12.1** The Customer must advise AirFreeze, prior to commencement of work, of any potential hazards, chemicals, existing damage, limitations of access, underground or hidden services, and any changes to mechanical plans.
- 12.2** Prior to commencing work, the Customer must mark the precise location of all underground or hidden services on site. The Customer indemnifies AirFreeze from all liability arising from damage to services not precisely located and notified.
- 12.3** AirFreeze shall be entitled to rely on the accuracy of any plans, specifications and information provided by the Customer. AirFreeze accepts no responsibility for any Loss resulting from inaccurate information provided by the Customer.
- 12.4** Any non-disclosure or omission shall be treated as a Variation under clause 7, and the Customer shall pay all costs so incurred.

13. INSURANCE

- 13.1** AirFreeze shall maintain for the duration of the Agreement: (a) all insurances required by law (including workers' compensation); and (b) public liability and products liability insurance for at least \$20,000,000 in the aggregate.
- 13.2** AirFreeze shall insure the Goods (at its own cost) until Delivery to the Customer. After Delivery, risk passes to the Customer and the Customer is responsible for insuring the Goods.
- 13.3** The Customer acknowledges that it is their responsibility to insure any equipment partially or fully installed on site against theft or damage.

14. WARRANTY

- 14.1** AirFreeze warrants that: (a) Services will be performed with reasonable care and skill in accordance with applicable specifications; and (b) Goods will be free from material defects and will be of the kind and quality stipulated in the Agreement.
- 14.2** The Warranty applies to defects appearing within twelve (12) months from the date of completion of Services or provision of Goods (the Warranty Period) unless otherwise specified below. After expiry, the Customer is deemed to have accepted the Goods and Services, subject to rights under the Competition and Consumer Act 2010 (Cth).

WORKMANSHIP WARRANTY

14.2.1 New Installations

All new installations carried out by AirFreeze Refrigeration Pty Ltd are covered by a workmanship warranty of five (5) years, subject to the unit(s) being serviced at minimum intervals of every twelve (12) months, maintained continuously for the full five-year period.

Should scheduled servicing lapse — that is, if a service is not carried out within any twelve (12) month period during the warranty term — the installation warranty will automatically revert to a standard twelve (12) month workmanship warranty from the date of installation. Continuity of annual servicing is therefore essential to retaining the extended five-year coverage.

14.2.2 Repair work (Parts Replacement)

All repair work carries a workmanship warranty of twelve (12) months, applicable strictly to the parts and labour involved in the specific repair carried out. This warranty does not extend to any other components, parts, or systems within the unit that were not part of the original repair scope. Damage to, or failure of, components outside the specific repair is not covered under this workmanship warranty and would be assessed and quoted separately.

14.2.3 Preventative Maintenance

Preventative maintenance work carries a 30-day workmanship warranty, covering the specific maintenance tasks performed during that service visit.

14.2.4 Manufacturer's Warranties on Parts

Parts supplied and fitted during repairs may be covered by separate manufacturer's warranties, the terms and duration of which vary by manufacturer and part type. Details of applicable manufacturer's warranties are available on request from AirFreeze Refrigeration Pty Ltd.

- 14.4** All Daikin and Samsung air conditioners supplied by AirFreeze are subject to a five (5) year manufacturer's warranty. Terms are available on the relevant manufacturers' websites.
- 14.5** If AirFreeze breaches the Warranty, provided the Customer gives written notice within the Warranty Period, AirFreeze's liability is limited to: replacement or repair of Goods; supply of Services again; or payment of the cost thereof — at AirFreeze's absolute discretion.
- 14.6** AirFreeze's liability for any Loss arising from a Warranty breach will not exceed the actual cost of correcting the defect in the relevant Goods or Services.
- 14.7** AirFreeze's warranties do not extend to Goods or Services subjected to misuse, abuse, accident, alteration by any person other than a trained AirFreeze technician, abnormal conditions, operation above rated capacities, improper storage or maintenance, or fair wear and tear.
- 14.8** AirFreeze's Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). For major failures, the Customer is entitled to cancel the service contract and obtain a refund of the unused portion, or compensation for reduced value. For non-major failures, the Customer is entitled to have the failure rectified within a reasonable time, and if not rectified, to a refund or remedy. Further information: www.fairtrading.nsw.gov.au.

15. LIMITATION OF LIABILITY

- 15.1** AirFreeze's liability for or under any claim in respect of this Agreement is strictly limited to the value of the portion of the Price allocable to the Goods or Services giving rise to the claim.
- 15.2** AirFreeze will not, under any circumstances, be liable for: (a) loss of use of equipment or associated facilities; (b) special, indirect or Consequential Loss; or (c) any claims by third parties against the Customer.
- 15.3** AirFreeze will not be liable for any claim arising from: damage after installation caused by third parties; operational error by the Customer; noise or vibration where the Customer insisted on a specific installation site contrary to AirFreeze's advice; refrigerant loss due to misuse or accidental damage; or mechanical or electrical overload, corrosion, normal wear and tear, or acts of God.
- 15.4** In relation to installed systems, AirFreeze will repair faults and rectify damage caused by AirFreeze during

installation, but will refer faults in the physical system to the relevant manufacturer for warranty claim.

15.5 The total aggregate liability of AirFreeze shall not exceed the total dollar value of the Goods and/or Services purchased under the relevant Quotation or Purchase Order.

15.6 Nothing in these Terms excludes or modifies any condition or warranty implied by any law (including the Competition and Consumer Act 2010) where to do so would contravene that law or cause any part of this clause to be void.

16. INDEMNITY

16.1 The Customer agrees to indemnify AirFreeze from and against: (a) any Loss arising from injury or death caused by the act, omission, negligence or recklessness of the Customer, its employees or agents while AirFreeze is performing the Services; (b) any Loss caused to AirFreeze in the course of supplying the Goods or Services, except where caused by AirFreeze's own negligence; (c) any Loss from the Customer's misuse or improper storage of the Goods; and (d) loss of or damage to Goods for which the Price has not been paid.

16.2 AirFreeze and the Customer agree to indemnify each other from all damages, losses and expenses in respect of third-party claims for personal injury or property damage, but only to the extent caused by the negligence or misconduct of the indemnifying party. Where both parties are at fault, the obligation to indemnify shall be proportionate to their relative fault.

17. ASBESTOS AND HAZARDOUS MATERIALS

17.1 The Customer warrants that there is no asbestos and/or asbestos-carrying materials on the premises. Should asbestos be discovered, AirFreeze's employees will immediately cease work, inform the Customer, and vacate the site.

17.2 The Customer is responsible for engaging a registered and appropriately qualified asbestos remover (as listed on NSW Fair Trading: www.fairtrading.nsw.gov.au) to remove all asbestos. No work will be carried out by AirFreeze until the Customer provides a certificate of removal or a valid invoice confirming removal by a registered remover.

17.3 The Customer will not hold AirFreeze or its employees liable for the discovery of asbestos or hazardous materials on the premises. All costs and delays arising shall be treated as a Variation under clause 7.

18. INTELLECTUAL PROPERTY

18.1 Where AirFreeze has designed, drawn or developed Goods for the Customer, all copyright in designs, drawings and documents remains the property of AirFreeze. AirFreeze grants to the Customer a perpetual, irrevocable, non-exclusive, royalty-free licence to use all Intellectual Property owned by AirFreeze and used in connection with the supply of Goods or Services under the Agreement.

18.2 All Intellectual Property developed by AirFreeze in connection with the supply of Goods or Services vests in AirFreeze.

18.3 The Customer warrants that all designs, specifications or instructions provided to AirFreeze will not cause AirFreeze to infringe any patent, registered design or trademark, and the Customer indemnifies AirFreeze against any third-party action arising from such infringement.

18.4 AirFreeze may, at no cost, use any documents, designs, drawings or Goods it has created for the Customer for the purposes of marketing or entry into any industry competition.

19. PRIVACY

19.1 AirFreeze will collect identifying information from the Customer including, but not limited to, name, address, phone number, email address, and utility bills. AirFreeze will use this information only to carry out its work and will not disclose it to unauthorised persons, except to the extent required by the Privacy Act 1988 (Cth) or by law.

19.2 The Customer agrees that AirFreeze may, in accordance with the Privacy Act 1988 (Cth): obtain a credit report from a credit reporting agency; exchange credit information about the Customer with nominated trade referees and other credit providers; and use and retain personal credit information for providing Goods and Services, processing payments, and managing the Customer's account.

20. CONFIDENTIALITY

20.1 The Customer undertakes that it will not (except in the proper course of its duties, as required by law, or as authorised by AirFreeze) disclose to any person any confidential information relating to AirFreeze, this Agreement, or negotiations preceding this Agreement.

20.2 AirFreeze undertakes that it will not (except in the proper course of its duties, as required by law, or as authorised by the Customer) disclose to any person any confidential information relating to the Customer, this Agreement, or negotiations preceding this Agreement, including any operational, security or site-access information obtained in the course of supplying Goods or performing Services.

21. FORCE MAJEURE

- 21.1** If a party is unable to carry out any obligation under this Agreement by reason of a Force Majeure Event, it must: promptly give written notice to the other party; use reasonable commercial endeavours to remedy the Force Majeure Event; and resume performance as soon as practicable.
- 21.2** AirFreeze does not guarantee supply of Goods or Services and does not accept responsibility for delays caused by a Force Majeure Event. In any such delay, the delivery or performance date shall be extended for a period equal to the time lost.
- 21.3** The Customer shall not be entitled to a reduction in Price by reason of any delay caused by a Force Majeure Event.

22. COMPLIANCE WITH LAWS

- 22.1** Both parties must comply with all applicable laws, statutes, regulations and bylaws, including all laws relating to anti-bribery, anti-money laundering, modern slavery, and work health and safety, including (without limitation) the Modern Slavery Act 2018 (Cth), the Criminal Code Act 1995 (Cth), and the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
- 22.2** The Customer shall obtain all licenses and approvals required for the works at the Customer's expense, and agrees that the work site will comply with all applicable occupational health and safety laws.

23. DISPUTE RESOLUTION

- 23.1** If a dispute arises, neither party may commence court or arbitration proceedings unless that party has complied with this clause, except where urgent interlocutory relief is sought.
- 23.2** A party claiming a dispute must give written notice within fourteen (14) days of the relevant event. Within seven (7) days of receipt, representatives with authority to bind their respective parties must confer to attempt resolution.
- 23.3** If the dispute is not resolved within twenty-one (21) days of the notice, it shall be referred to mediation under the Mediation Rules of the Law Society of NSW.
- 23.4** AirFreeze is exempt from the mediation requirement where the dispute concerns non-payment by the Customer for Goods or Services.
- 23.5** Any dispute regarding an invoice must be raised by the Customer in writing within the trading terms (i.e. the due date) specified on that invoice. Where the Customer's trading terms are thirty (30) days, the dispute must be raised within that thirty (30) day period. Where the Customer does not have thirty (30) day trading terms, the dispute must be raised within seven (7) days of the invoice date. Disputes raised after the

expiry of the applicable period will not be considered, and the invoice shall be deemed accepted and due for payment in full.

- 23.6** Notwithstanding any dispute, both parties must continue to perform their obligations under the Agreement, including the Customer's obligation to make payment in accordance with clause 6, pending resolution of the dispute in accordance with this clause 23.

24. GENERAL

- 24.1** If any provision of these Terms is unenforceable, it is severed and the remaining provisions continue in full force and effect.
- 24.2** No employee, servant or agent of AirFreeze is authorised to alter, vary or waive these Terms. AirFreeze may amend these Terms by providing written notice to the Customer.
- 24.3** No waiver by AirFreeze of any breach constitutes a waiver of any subsequent breach. Any waiver must be in writing signed by an authorised officer of AirFreeze.
- 24.4** These Terms are governed by and construed in accordance with the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales.
- 24.5** The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed by AirFreeze, nor withhold payment because part of an invoice is in dispute.
- 24.6** Clerical errors and misprints in AirFreeze documents shall be subject to correction by reissue of the relevant document or by adjustment with reference to the original document.

25. SURVIVAL

- 25.1** The following clauses survive the termination or expiry of this Agreement: clauses 6 (Payment Terms), 10 (Title, Property and Security), 13 (Insurance), 14 (Warranty), 15 (Limitation of Liability), 16 (Indemnity), 18 (Intellectual Property), 19 (Privacy), 20 (Confidentiality), 22 (Compliance with Laws), and 23 (Dispute Resolution).

Schedule A. QUALITY, HEALTH, SAFETY AND ENVIRONMENT POLICY

Our excellence with respect to Quality, Environment, and Occupational Health & Safety is paramount to the success of our business of design, installation, repair and maintenance of commercial and residential air conditioning, refrigeration and electrical systems.

We commit to achieve this by:

- Aligning our Integrated Management System with the strategic direction of the organization and addressing prime risks associated with our business, environment, and health and safety.
- Mobilizing projects on time, within budget, in accordance with applicable legal requirements, and by satisfying customer requirements consistently and cost effectively.
- Implementing a pro-active Integrated Management System to achieve Quality, Environment, and Occupational Health & Safety objectives.
- Identifying significant workplace hazards, reducing inherent risks and impacts to manageable levels, thereby avoiding accidents, consequential costs and liabilities.
- Preventing personal injuries, ill health, property loss, and environmental incidents by applying QHSE as an integral part of all business activities.

Approved by: Shalini Pratap, CEO/ Co-

- Continuously improving our processes and services in a safe manner, utilising modern business practices and technologies.
- Consulting and engaging employees and/or their representatives on HSEQ matters.
- Adhering to and complying with all New South Wales and Australian federal regulations in a socially responsible manner.
- Training and communicating the policy to employees and other interested parties, emphasizing individual HSEQ obligations and enhancing staff competency.

This policy is periodically reviewed to ensure compliance with ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018.

Approved by: Shalini Pratap, CEO/ Co-Founder