

# Cool Tech.

LFR Industrial Service cc  
t/a Cool Tech

## Terms and Conditions



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# Terms and Conditions:

## SCOPE OF TERMS

The Terms and Conditions of product sales and service projects are limited to those contained herein. Any additional or different terms or conditions in any form delivered by you ("Customer") are now deemed to be material alterations, and a notice of objection to them and rejection of them is now given. By accepting delivery of the products or by engaging LFR Industrial Services T/A Cool Tech CC ("Cool Tech") to provide a product(s) or perform or produce any services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Cool Tech have signed a separate agreement, in which case the separate agreement will govern. These Terms and Conditions constitute a binding contract between Customer and Cool Tech and are referred to herein as either "Terms and Conditions" or this "Agreement." Customer accepts these Terms and Conditions by making a purchase from or placing an order with Cool Tech or engaging Cool Tech to perform or procure any services. These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on Cool Tech's Site at the time Customer signs the used the Cool Tech's service will govern unless otherwise agreed in writing by Cool Tech and Customer.

## ADDITIONAL COSTS

Unnecessary or nuisance calls will be charged at regular rates. Examples are, *among other things*, thermostat settings, units not turned on or are set in the incorrect mode, emergency switches or disconnects turned off, tripped breakers or blown fuses due to power surges or outages.

Any necessary repairs resulting from fire, water, windstorm, hail, lightning, earthquake, theft, riot, misuse or abuse, or any other circumstance beyond Cool Tech's control will be charged at regular rates.

Cool Tech is not responsible for the condition of any existing gas pipe that is not readily accessible. The Customer is responsible for any additional costs incurred if pressure testing is required to identify leaks and necessary repairs.

## SUBSTITUTION

Should Cool Tech be unable to obtain any material(s) specified in the Agreement, Cool Tech shall have the right at its sole discretion to substitute comparable materials, and such substitution shall not affect the Price.

## EXCESS MATERIALS

Extra materials left over upon completion shall be deemed Cool Tech's Property, and Cool Tech may enter upon the property's premises to remove excess material(s) at all reasonable hours.

## CHANGING ORDERS

During the work's progress, if the Customer should require extra work done not specified in the original quotation, it will be considered a separate agreement and will require payment for said extra work.

## SELF PROCUREMENT

Should the client decide to request Cool Tech to install any units, components, material or refrigerant, that have been sourced and purchased themselves, the client agrees not to hold Cool Tech liable for the Warranty of these parts and is fully aware of all the risks involved. Customer intern accepts full responsibility for any downtime caused by their component failure and or any knock-

on effect resulting from this, whether it is another component failure in the unit or other equipment failure resulting from the unit not working. It will be the Customer's responsibility to ensure that any corresponding and interlinking components are compatible, original, compliant and neither unit nor part needs to be modified to fit and does not compromise the original design specification of the unit. Customer agrees to additional fees to cover labour, sundries material, travelling etc... in Cool Tech's effort to resolve any issue relating to equipment or component failure. Also, installing components or refrigerant supplied by the client into a unit with other parts under Warranty by Cool Tech will void the Warranty of parts.

#### EXISTING DESIGN

Any existing unit's design criteria, air balancing, improper sizing, or design deficiencies on systems not supplied by Cool Tech are not Cool Tech's responsibility. If any changes to the equipment are necessary, the same will be at an additional charge and quoted for by Cool Tech pending approval.

#### WARRANTY

Any equipment or parts thereof or any new units supplied to the Customer by Cool Tech has a standard one (1) year warranty or as stipulated by the respective manufacturer (Example: Carrier units = 3-year warranty on the unit and 5 years on the compressor) from date of installation provided the product is supplied, installed and serviced by Cool Tech, Provided that the unit is serviced a minimum of four times yearly by Cool Tech and that the service records are available at time of claim. This Warranty is limited to the supply only of replacement parts or the repair thereof. All Warranty claims are subject to the units being used as per the instruction manual and to all points as laid out in the warranty conditions. All service are to be done to manufacturers' standard by Cool Tech throughout the warranty period. Warranty to be checked by Cool Tech before parts will be supplied. Any costs incurred to visit the site for inspection will be for the account of the client, if not a proven warranty claim. Any damage caused by malice, negligence, flood, fire, power supply, weather, an act of God, etc., will not be covered under this Warranty. Only manufacturing-related faults will be covered under this Warranty. Normal wear and tear or extraneous damage will not be covered. All warranties are only valid on first installations. Relocations will void the Warranty. Limited Warranty does not cover surface rust, deterioration and damage of a paint and other appearance items that result from the use and exposure to the elements. Warranty will still be in place if the service for the first year is included in the installation cost of the unit, which was agreed on prior to the installation and stipulated in writing. Such Warranty shall immediately terminate if the Customer utilizes the services or any other service provider or personnel other than Cool Tech on the system during the warranty period.

#### PERFORMANCE OR CONDITION OF EXISTING EQUIPMENT

Cool Tech is not responsible for the performance, functionality, or compatibility of existing equipment, ductwork, controls, or other equipment/materials that are not replaced during a job and that the Customer agrees to keep in place. If the system fails to operate correctly, the Warranty service will only cover the newly installed equipment, controls, or materials, as well as our workmanship. If an existing piece of equipment prevents the proper start-up or operation of the new equipment or system, the Customer assumes all responsibility for any additional service charges that may be incurred.

If the Customer requests to add other extraction systems into the building, the client is aware that this will add additional load onto the current HVAC system and affect its original design. The existing system may not be able to cope with the extra load or operate according to its original design.

#### VENTILATION SURVEY TERMS

Included in costing: Taking airflow reading of all supply air diffusers and extraction points inside department or ward through air flow hood covering supply air diffusers and or extraction points to get an electronic reading or with vane probe funnel for smaller

points to get an electronic reading. Measure fresh air at air handling, Measure return air at air handling or airflow across the filter, capture air flow readings onto report document, or impose directly onto HVAC layout supplied by the client and mailing back to the client. Required from the client: List of areas and departments, staff member to show the team around site and units' location, Necessary specialized PPE for restricted or high-risk areas, arranging and informing departments and areas of what we are doing, standard that the area and equipment were designed to, zapping machine to sterilize measuring equipment between high-risk areas if necessary. The client is aware that there is a risk involved in this assessment as staff will be interchanging between areas. Excluded: Repairs to the system, Servicing or cleaning of the system, Air balancing, Troubleshooting, Validation or practical tests, Measuring of points that are out of reasonable reach, Special trip back to area or room that access was previously denied access (Room will be marked as no access – If reading is still required a then standard call-out fee and mileage will be charged to return to the site and take the reading), Afterhours or weekend work, Retesting of the offline system (If fresh air system or extraction system is offline during the testing, fee will be charged to return to the site to retest the area).

#### ELECTRICAL

Isolator and power supply from the distribution board must be organized and done by Customer unless specified in quotation or contract otherwise. Work is quoted to be done during regular working hours. After-hours work will be at an additional charge.

#### CONSULTANT

If the Customer wishes to have an HVAC system designed and signed off by an engineer, then the design must be supplied by the engineer and the quotation revised accordingly. Professional fees are not included in any costings unless stipulated in writing by Cool Tech.

#### DEFECTS

Cool Tech will not be held liable for any injury or damage caused to any persons or property or consequential damage caused by the failure of equipment and its accessories which defect is beyond Cool Tech's control or knowledge.

#### JOB CARDS

Customer's signing of Cool Tech's Job Cards issued shall be deemed as acceptance and completion of services rendered to the Customer by Cool Tech. The Customer shall inspect the goods delivered and services rendered upon delivery thereof and completion of work done, and shall within seven (7) days after that give notice to Cool Tech of any defect or dissatisfaction experienced which it may allege that the goods delivered and services rendered are not under the agreement. If the Customer fails to give such notice, the goods delivered and services rendered shall be deemed to be in all respects acceptable and in accordance with the agreement terms. Should the Customer inform Cool Tech timeously about any reasonable defect or dissatisfaction experienced with the goods and/or services rendered, and without admitting any liability, Cool Tech undertakes to replace or repair the product supplied or installed by Cool Tech.

#### PERSONAL PROPERTY

Cool Tech is not responsible for damage to the Customer's personal property left in or near the project area. The client's responsibility is to remove goods and items from the area or protect them by covering them.

#### BUILDERS WORKS

Cool Tech is not responsible for any painting, patchwork, or repair work that may be required following modification/installation work.

### DELAY ON DELIVERY OF GOODS

All goods and/or services shall be delivered as per the time stipulated on quotation. The time for delivery is subject to labour strikes, fires, acts of war or terrorism, acts of God, adverse weather conditions not reasonably anticipated, unusual delays in transportation, Cool Tech's ability to obtain materials, and any cause beyond Cool Tech's control. If Cool Tech is unable to perform repair or installation within the agreed delivery time, Cool Tech will give the Customer prompt notification and inform the Customer of the anticipated time for delivery.

### INTERRUPTION OF WORK

In case of default and/or any breach of duty by the Customer, or any event that causes a delay in delivery for which the Customer is responsible (i.e., inaccessibility of working area or scheduled changes to work times without notification to Cool Tech etc.), Cool Tech is entitled to claim any resulting damage.

### INSURANCE

The Customer shall maintain property insurance upon the entire structure, including all work to be performed according to this agreement to the total insurable value thereof. This insurance shall insure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Customer and Cool Tech waive all rights against each other for damages caused by insured perils whether or not such damage is caused by the fault or negligence of any party hereto.

### INDEMNIFICATION

Customer shall indemnify, defend, and hold harmless Cool Tech and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of Cool Tech; and (b) any failure of the Customer to comply with the requirements of the agreement.

### SOLICITATION

The Customer shall not, at any time, solicit or interfere with or endeavour to entice away from Cool Tech any existing staff member or previous staff member of Cool Tech for employment or sub-contracting in any nature.

### RISK OF LOSS

Risk of loss shall pass to the Customer upon delivery of materials and equipment to Customer's Property. Cool Tech shall not be responsible for any loss due to fire, theft, vandalism, and malicious mischief once delivered to the Customer's Property. Customer shall assume all responsibility for any such loss, and Customer shall maintain insurance coverage to protect against such loss.

### PERFORMANCE

If Customer fails to perform any of Customer's obligations herein or if Cool Tech, in good faith, believes that the prospect of payment or performance to be impaired, Cool Tech may upon seven (7) days written notice to Customer terminate this agreement while retaining all mechanic's lien rights as well as the right to payment for the total amount of work performed plus reasonable overhead and profit, interest, attorneys' fees, and other charges due and unpaid.

## PAYMENTS

Cool Tech retains title to the goods until complete payment of all goods has been received. All payments must be made within thirty (30) days of receiving the invoice from Cool Tech unless stipulated on quotation or invoice differently. All arrear payments shall attract interest at the rate of the prime lending rate of Cool Techs current Bank as it may be from time to time, calculated from the due date to date of payment. The Customer hereby furthermore consents to pay all Cool Tech's legal fees incurred on an attorney-own-client scale in the event of any debt recovery against the Customer. Cool Tech reserves the right to cancel the agreement if the Customer breaches any of Cool Tech's payment terms as stipulated herein.

The Customer chooses the address as stated on the quotation or invoice as its *domicillium citandi et executandi* address for interaction purposes.

## ENTIRE AGREEMENT

This agreement constitutes the entire agreement between Customer and Cool Tech. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.