



All Air Duct & Fittings – Terms and Conditions of Trade

1. Definitions

- 1.1 “Back Order”** means as the time of Order, Product is not available and need to be supplied to Buyer at a later stage.
- 1.2 “Buyer”** means the purchaser of the Product from the Seller including any contractors acting on behalf of the Buyer where the context permits.
- 1.3 “Change of Mind”** means any Product being returned that is not faulty due to a change to the Order or over ordered by the Buyer.
- 1.4 “Credit”** means value of Product will be credited to the Buyer’s Credit Account.
- 1.5 “In House Delivery”** means a delivery that the Seller carries out using All Air Duct & Fittings Vehicles (excludes third party freight companies)
- 1.6 “Made In House Product”** means a Product All Air Duct & Fittings manufactures in house and supplies as a “Stock Product”.
- 1.7 “Made To Order Product”** means a Product All Air Duct & Fittings manufactures in house custom for the Buyer.
- 1.8 “Order”** means an Order for the supply of Product in accordance with these Conditions by instructing the Seller verbally or providing written acceptance instructing the Seller to commence supply.
- 1.9 “Parts Only”** means only Product is supplied in case of defect or fault. All costs of de-installation, re-installation, testing including but not limited to labour and travel are of the Buyers responsibility.
- 1.10 “Seller”** means All Air Duct & Fittings
- 1.11 “Special Order in Product”** means a Product All Air Duct & Fittings has outsourced custom for Buyer.
- 1.12 “Stock Product”** means a Product All Air Duct & Fittings supplies which is not “Made To Order Product” or “Special Order In Product”.
- 1.13 “Warranty Period”** means the warranty period offered by the Seller (see 2.1).

2. Returns, Faults and Credits

2.1 Warranty Periods for Eligible Products

- a.** For Stock Flexible ducting – Five (5) years for domestic use and one (1) year for commercial use.
- b.** For Stock BTO Fittings - Five (5) years for domestic use and one (1) year for commercial use.
- c.** For Stock Grilles - Five (5) years for domestic use and one (1) year for commercial use.
- d.** For Stock Zone Dampers and Controls - Five (5) years for domestic use and one (1) year for commercial use, excluding iZone Components.
- e.** For iZone Controls – Two (2) years unless extended warranty completed by homeowner through iZone directly.
- f.** For iZone Zone Dampers- Five (5) years for domestic use and one (1) year for commercial use.
- g.** For Made To Order Panel Product - Five (5) years for domestic use and one (1) year for commercial use.

- h.** For Made To Order Sheet Metal Product - Five (5) years for domestic use and one (1) year for commercial use.

2.2 Warranty Details

- 2.2.1** The Buyer must inspect all Product provided on delivery or pick-up. Within seven (7) business days of Product delivery, the Buyer must notify All Air Duct & Fittings in writing of any evident defect/damage, shortage in quantity or failure to comply with the description or quotation. The Buyer must provide All Air Duct & Fittings with a reasonable opportunity to modify and/or resupply any defect or damage to the Product.
- 2.2.2** 'Made to Order Product' and 'Special Order In Product' are not eligible to be returned for Credit unless they are faulty or supplied incorrectly.
- 2.2.3** All Air Duct & Fittings Warranty Periods will not apply to Product;
 - (a)** Subjected to misuse, neglect, accidental damage, or act of God (including but not limited to; damage caused by fire, flood, infestation by insects, vermin, or rodents).
 - (b)** Subjected to damage as a result of incorrect wiring, incorrect power supply, voltage fluctuations, over voltage transients and electromagnetic interference.
- 2.2.4** To make a claim under All Air Duct & Fittings Warranties, the Buyer must return Product to one of the Seller's branches together with Invoice Number or on such other terms that may be agreed in writing by Seller at discretion.
- 2.2.5** The Seller will test the Product to determine its eligibility for Under Warranty return due to being faulty. Any Product not deemed faulty will be available for the Buyer to collect for their use. Any replacement Product will be invoiced to the Buyer. Once a fault is determined, a credit for the replacement Product will be issued.
- 2.2.6** The Buyer will be responsible for all costs of returning Product to the Seller and for collection or re-delivery of Product and any other expenses to the Buyer in claiming under the All Air Duct & Fittings Warranties.
- 2.2.7** All warranties are Parts Only. All costs of de-installation, re-installation, testing including but not limited to labour and travel are of the Buyers responsibility.

2.3 Change of Mind

- 2.3.1** 'Stock Product' and 'Made in House Product' may be returned for credit. The Buyer must return the Product together with the invoice number of the original purchase.
- 2.3.2** Change of Mind returns will only be accepted within 6 months of the original invoice date.
- 2.3.3** All Product approved for return may be subject to a 10% restocking fee.
- 2.3.4** 'Made to Order Product' and 'Special Order In Product' are not eligible to be returned for Credit unless they are faulty or supplied incorrectly. See Under Warranty (2.1)
- 2.3.5** The Seller reserves the right to inspect and/or test any returned Product to determine they are in new condition and in original packaging eligible for resale.
- 2.3.6** 'Stock Product' returned for Credit that is not in original packaging shall be subject to a 10% re-packaging fee.
- 2.3.7** The Buyer will be responsible for all costs of returning Product to the Seller

3. Cancellation or Change to Order

3.1 Under no circumstance can a Buyer cancel an Order for Product that are 'Made To Order Product' or 'Special Order In Product' once production of Product has commenced. The Seller will endeavor to stop production and Buyer will be liable for percentage (%) of production completed.

3.2 A Buyer can cancel a 'Stock Product' or 'Made in House Product' by following the Change of Mind return process (see 2.3).

4 Table of All Air Duct & Fittings Product Return

Product	Change of mind return	Warranty Return	Cancel order
Stock Product	Yes	Yes	Yes
Made in House Product	Yes	Yes	Yes
Made to Order Product	No	Yes	No
Special Order in Product	No	Yes	No

5 Delivery Charges and Deliveries

5.1 A Delivery Charge will be charged to Buyer each time Product is delivered.

5.2 When notified by the Seller, Product can be picked up in Branch by Buyer. This will not incur a delivery charge.

5.3 The Seller may, at its own discretion, deliver Product by portion in the case of Back Order due to Product supply.

5.4 When the Seller delivers by portion, an invoice may be issued to the Buyer pro rata with such deliveries.

5.5 The Buyer will be responsible for any Delivery Charges arising from Product Back Order supply when re-delivery is requested by Buyer.

5.6 Additional Delivery Charges will not be charged when Product is faulty, shortage in quantity or failure to comply with the description or quotation.

5.7 The Seller may at its own discretion, unload Product at any premises that the Buyer nominates for delivery.

5.7.1 If they Buyer is not in attendance at any nominated premises, the Seller may unload Product.

5.7.2 The Buyer is not accountable for any claims, damages, costs or expenses arising or resulting after unloading Product, including any claim the Product was not delivered.

5.7.3 The Seller will endeavor to notify the Buyer of delivery when the Buyer is not on premises when an In-House Delivery is made.