

Terms and Conditions of Refrigerant Gas Supply
Eureka Gas (Doritec Pty Ltd) A.B.N. 58 117 454 001

1. Eureka Gas offer refrigerant supply to licenced persons only. You MUST have a current AU number to obtain supply.
2. If you accept supply from us these terms and conditions form part of our contract of sale and you implicitly agree to them.
3. When you order refrigerant gas from us you are agreeing to purchase Actrol refrigerant gases and to hire Actrol refrigerant cylinders subject to these terms and conditions.
4. Payment is required at the time of order unless we have stated otherwise in writing. We accept MasterCard and Visa
5. A free hire period applies to all cylinders loaned to customers. The free hire period is the balance of the month of purchase plus 3 more months i.e. a customer buying on 1st July has a free hire period that expires at close of business on the last day of October
6. Monthly hire fees apply to cylinders retained by customers after the Free Hire period. The monthly fee is charged in advance per month or part thereof.
7. An invoice will be issued for any hire fees and must be paid within 7 days
8. Overdue accounts will incur a monthly processing fee
9. Cylinders that are lost or damaged whilst loaned to customers must be replaced or paid for in full by the customer
10. Title in the refrigerant in the cylinders remains with Eureka Gas until paid for in full by the customer, at which time title passes to the customer.
11. Title in the cylinders always remains with Actrol.
12. Actrol or Eureka Gas may register with the Personal Property Securities Register "PPSR", their interest in goods supplied on terms or on loan (i.e. cylinders)
13. The price of refrigerant and hire fees will be the price prevailing on the day of supply, regardless of any price previously quoted.
14. Where delivery is requested charges will apply unless the delivery location is within our free delivery zone. **Please confirm delivery costs before purchasing**. See our website for free delivery zones/times.
15. Free deliveries are available only in our free delivery zone on certain days of the week. Alternatively customers may elect to pick up their order from a nominated Actrol or Reece HVAC store
16. Deliveries are deemed to have been completed if signed for by the customer OR the delivery driver.
17. Eureka Gas may amend these and other trading terms without notice. We may also adjust prices periodically to reflect increases in our costs.
18. Payment defaults are reported to CreditorWatch. This may affect the customer's credit rating and or the customers' ability to obtain credit from other sources.
19. In the event that Eureka Gas is required to employ a debt collection agency or commence legal action to collect a debt from the customer, such costs will be charged to the customer and the customer authorises such charges to be made.
20. The customer is solely responsible for maintaining an adequate stock of refrigerant and the customer indemnifies Eureka Gas against any loss resulting from running out of refrigerant.
21. The customer indemnifies and keeps Eureka Gas indemnified against any claims which may be brought against it, in respect of any loss or damage arising from any fault or defect in the refrigerant, the cylinders, or the operation thereof, except where such loss or damage is caused by the negligence of Eureka Gas.
22. The customer will comply with all current state and federal regulations and undertakes and warrants that:
 - The customer holds the applicable licences and competencies to handle and use refrigerant gases.
 - The cylinders will not be used if known by the customer to require maintenance or repair.
 - The customer will remove and isolate cylinders without delay if the supply of gas from them adversely affects the customer's equipment.
 - No alteration, replacement, adjustment or repair to the cylinders will be carried out by the customer.
23. This agreement is effective until all cylinders have been returned to Eureka Gas either directly or via an Actrol or Reece branch, and the account finalised
24. To end this agreement the customer must pay all monies owing to Eureka Gas and return all cylinders in good condition. Hire charges will continue to apply until cylinders are verified as returned. The cost of repair or replacement of cylinders will be charged to the customer if cylinders are not returned in good condition
25. Eureka Gas will not be liable for any loss or damage in respect of, or relating to the customers storage, use, and handling of the cylinders and refrigerant, and Eureka Gas hereby disclaims all

implied conditions and warranties and all prior representations and statements in respect of or relating to the customer's use of or handling of refrigerants

26. The customer may have other rights implied by law, which cannot be excluded by this agreement. Nothing in this agreement shall limit the benefit of those conditions, warranties and rights. However, where under such a law Eureka Gas is permitted to limit its liability in respect of a breach of such implied conditions, warranties or rights, Eureka Gas hereby limits its liability to the fullest extent permissible under that law.
27. Any notice required to be given shall be sufficiently served on the receiving party if delivered or posted to the address of the receiving party herein given or as last known to the sender. Notices are deemed to have been served at the time they would be received in the ordinary course of post.
28. Any clause or part of a clause, which may be invalid or unenforceable, shall be capable of being severed without affecting other clauses hereof.
29. Privacy: Unless you inform us otherwise, you agree to allow us to periodically send you communications about our products and services. To view our privacy policy please visit www.eurekagas.com.au. You may opt out of our marketing program by emailing us at privacy@eurekagas.com.au