

A-GAS Rapid Recovery

Terms and Conditions

1. Basis of Contract:

- 1.1 These terms and conditions are supplemental to the attached A-Gas Standard Terms and Conditions of Sale and together therewith form part of the proposal that has been issued by the A-Gas Rapid Recovery Division ("RR") to the client or clients specified within the proposal ("Client"), identifying the costs, lead-times and other key details of the work to be carried out by RR for the Client ("Proposal").
- 1.2 The Proposal is generated based on the information provided to RR by the Client. Any items not specifically listed in the Proposal that are later requested by the Client may give rise to additional terms and costs, which will be notified by RR to the Client for approval prior to RR providing any such additional services.
- 1.3 Once the Client is happy with the Proposal it shall confirm this in writing to RR, at which point, and on which date a contract between RR and the Client, incorporating these terms and conditions, the A-Gas Standard Terms and Conditions of Sale and the Proposal, shall come into effect ("Contract").
- 1.4 The Contract and any other written agreements and/or addendum relating thereto make up the entire agreement between the Client and RR for the services specified in the Proposal. Oral agreements are not binding. Insurance premiums and related costs resulting from requirements more than A-Gas's standard policy limits will be passed on to the Client with an additional surcharge.
- 1.5 These terms and conditions, as read together with the A-Gas Standard Terms and Conditions of Sale and those in the Proposal, apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or ordinary course of contractual dealings. In the event of any conflict between the A-Gas Standard Terms and Conditions of Sale and these terms and conditions, the latter will prevail and in the event of any conflict between these terms and conditions and those in the Proposal, the latter will prevail.
- 1.6 After the Contract is formed pursuant to clause 1.3:
 - (a) the Client may only request changes to the Contract, or cancel a Contract, up to the end of the day that is 5 business days prior to the date that the work is agreed to be commenced in the Contract. Changes to a Contract requested by a Client shall only be binding once accepted in writing by RR; and
 - (b) RR may make changes to, or cancel, a Contract at any time up to the end of the day that is 5 business days prior to the date that the work is agreed to be commenced in the Contract.



2. Payment and Credit Terms:

- 2.1 Refer to A-Gas Standard Terms and Conditions of Sale and Client's account information page for payment terms.
- 2.2 If the Client fails to pay any amount due to RR under the Contract by the due date for such payment, the Client shall pay interest on the overdue sum at the prime lending rate (as finally determined by any manager of the banker of A-Gas) plus 2% as from the due date until the date of payment thereof, both before and after judgment, calculated daily and compounded monthly in arrears.

3. Client Obligations and Key Technical Terms:

- 3.1 The Client shall ensure full compliance with the following technical requirements:
- a. **Standard Petrol-Powered Recovery of Refrigerant:**
- RR's recovery equipment is vehicle mounted; therefore, hoses must run from the vehicle to the Client's equipment containing the refrigerant being recovered ("the Refrigerant")
 - Recovery equipment is petrol powered and produces sound levels equivalent to commercial landscaping equipment.
 - Parking must be available in close proximity to the Refrigerant.
 - Safe roof access must be provided if location of the Refrigerant is on the roof.
- b. **Standard Electrical Powered Recovery of Refrigerant or Difficult access:**
- Recovery equipment will require elevator, stairs, or ramp access to the Refrigerant.
 - Recovery equipment uses a water-cooled condenser; therefore, standard cold-water hose connection and floor drain must be available within close proximity to the Refrigerant.
 - Two (2) 240 Volt, 15-amp electrical outlets on independent circuits must be exclusively available for RR's recovery equipment and located within close proximity to the Refrigerant. Location and access to applicable circuit breakers must also be provided.
- c. **Recovery ports:**
- To perform an effective recovery, access is required to a viable, functioning:
 - low-level liquid port (minimum size 3/8") on the liquid receiver
 - vapour port (minimum size 1/2")
- d. **Cylinder Handling**
- If recovered Refrigerant is to be recharged into the system and left on site, the Client is to arrange for the delivery of RR recovery/receiver cylinders to the point of use, additional charges will apply in accordance with the Contract terms.
 - **RR is not responsible for the purity and quality of the recovered Refrigerant. Recovered Refrigerant no longer meets AHRI 700 specifications and re-use of such Refrigerant is done entirely at the Client's own risk and Client hereby indemnifies and holds A-Gas harmless in respect of all costs, claims, losses and damages arising therefrom.**
 - RR does NOT recharge systems.
 - RR is NOT responsible for the value or the replacement of any Refrigerant which may be lost during recovery or storage in any cylinders left on site.

e. System Operating During Recovery:

- RR is not a HVAC/R contractor and does not perform installation, maintenance, service, or repair.
- RR does not provide disposal of appliances.
- Client is responsible to properly shut down and secure equipment prior to recovery.
- Client is responsible for protecting the chiller tubes from freezing. Tube damage may occur during recovery if proper precautions aren't taken. Ensure that water is running through or completely drained from both the condenser and evaporative barrels during recovery. In certain circumstances other precautions may be necessary to prevent tube damage
- RR is not responsible for damage to tubes or to the customer's equipment and installation whatsoever.
- RR does not connect to the customer's installation/equipment. This must be done by a suitably qualified technical competent person appointed by the customer.
- RR does not operate any appliance.
- Clients who wish to increase recovery efficiency by pumping appliances down or by otherwise running appliances during the recovery process do so at their own risk.
- Proposal prices are based on recovery of only portions of an appliance/system such as a pumped down appliance/system and are subject to appliance/system valves functioning correctly. Valves which do not function correctly, and therefore require recovery beyond the specified scope, will result in additional charges at a rate of R1000 per hour or part thereof plus VAT thereon.
- Not all appliances/systems contain a full factory refrigerant charge. Recovery price will be based on the factory charge and will not be reduced for systems which are low on charge or determined empty.

f. Access, Scheduling and Additional Terms:

- Accessibility issues beyond what is specifically listed in the Proposal may result in additional charges.
- Recovery scheduled during unusual work hours such as nights, weekends, or holidays will have additional charges unless specifically listed in the proposal.
- Standby time, such as waiting for access on-site, site orientation meetings, site mandated safety meetings/training, waiting for security clearance, waiting to pull a second vacuum, waiting for client to conclude repair work or other vendor/client delays will result in additional charges at a rate of R1000 per hour or part thereof plus VAT thereon.
- Transport Fee will apply at comparable transport rates should an additional visit be required to site to complete work.
- Overnight Fee of R1500 per hour plus VAT thereon will be charged should unscheduled work continue outside of normal working hours.

g. Product Disposal:

- Should RR be required to recover product, which is no longer approved for use in SA, then a product destruction charge will be agreed upon and levied prior to recovery disposal.

3.2 If RR's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation under clause 4.1 ("Client Default"):

- (a) without limiting or affecting any other right or remedy available to it, RR shall have the right to suspend performance of the services under a Proposal until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations under the Contract in each case to the extent the Client Default prevents or delays RR's performance of any of its obligations under the Contract;
- (b) RR shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client's failure or delay to perform any of its obligations as set out in this Clause 4.1; and
- (c) the Client shall reimburse RR on written demand for any costs or losses sustained or incurred by RR arising directly or indirectly from the Client Default.

4. RR Obligations

- 4.1 RR shall supply the services specified in the Proposal to the Client in accordance with the terms of the Proposal in all material respects.
- 4.2 RR shall use all reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the services specified in the Proposal.
- 4.3 RR reserves the right to amend the Proposal at any time, if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the services specified in the Proposal, and RR shall notify the Client in any such event.
- 4.4 RR warrants to the Client that the services specified in the Proposal will be provided using reasonable care and skill.

5. General

- 5.1 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 5.2 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of South Africa.
- 5.3 Each party irrevocably agrees that the courts of South Africa shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.