



paitech



REFRIGERATION A/C PARTS PRODUCT CATALOGUE

OCTOBER 2025

*Quality Air Conditioning Products
Exceptional Service*

About ADA

The ADA Group stands as a cornerstone in the Australian HVAC industry, with a rich legacy of delivering high-quality air diffusion and climate control solutions. We are a proud Australian family-owned company with over 35 years in the industry, driven by the needs and expectations of our valued customers. Operating through a network of ten strategic branches across Australia, we bring together two trusted brands: Air Diffusion Australia and Paltech.

Air Diffusion Australia has built a reputation as a leading manufacturer and supplier of innovative HVAC components since its establishment in 1989. With five branches serving South Australia, Queensland, and Northern Territory, we are committed to providing a comprehensive range of products that meet the highest standards of quality and innovation.

Paltech has five locations, situated in Melbourne's North, East, Southeast, West and country Victoria. Since 1991, Paltech has been manufacturing high-quality ducted heating and cooling products, building a strong reputation in the industry. Since joining the ADA Group, they have expanded their product range to include specialised HVAC components, further solidifying their commitment to excellence.



Recommendations and advice regarding the use of the products described in this catalogue are to be taken as a guide only and are given without liability on the part of Air Diffusion Australia or its employees.

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Want more information?

Scan the QR code or go to the ADA website to view our online catalogue and web store. These online resources are updated regularly and contain technical data, images and compatibility information.

Pricing is subject to change and product availability may vary by state. We recommend confirming stock and pricing with your local ADA/Paltech store before ordering.



SCAN HERE

Pair Coil - 3m Roll
**WHILE
STOCKS
LAST!**

		INCH	MM
PCR31438	Pair Coil - 3m Roll	1/4" x 3/8"	6.35 x 9.53
PCR31412	Pair Coil - 3m Roll	1/4" x 1/2"	6.35 x 12.70
PCR31458	Pair Coil - 3m Roll	1/4" x 5/8"	6.35 x 15.88
PCR33858	Pair Coil - 3m Roll	3/8" x 5/8"	9.53 x 15.88

CONFORMS TO AS/NZS 1571 (INSULATION AS-NZS 4859.1)
Pair Coil - 10mm Wall Ins. (Black)

		INCH	MM
PCB143810	Pair Coil - 20m Roll	1/4" x 3/8"	6.35 x 9.53
PCB141210	Pair Coil - 20m Roll	1/4" x 1/2"	6.35 x 12.70
PCB145810	Pair Coil - 20m Roll	1/4" x 5/8"	6.35 x 15.88
PCB385810	Pair Coil - 20m Roll	3/8" x 5/8"	9.53 x 15.88
PCB383410	Pair Coil - 20m Roll	3/8" x 3/4"	9.53 x 19.05
PCB123410	Pair Coil - 20m Roll	1/2" x 3/4"	12.70 x 19.05

CONFORMS TO AS/NZS 1571 (INSULATION AS-NZS 4859.1)
Pair Coil - Fire Rated 10mm Wall Ins.

		INCH	MM
PCFR143810	Pair Coil - 18m Roll	1/4" x 3/8"	6.35 x 9.53
PCFR141210	Pair Coil - 18m Roll	1/4" x 1/2"	6.35 x 12.70
PCFR145810	Pair Coil - 18m Roll	1/4" x 5/8"	6.35 x 15.88
PCFR385810	Pair Coil - 18m Roll	3/8" x 5/8"	9.53 x 15.88

Pair Coil - Fire Rated 13mm Wall Ins.

		INCH	MM
PCFR143813	Pair Coil - 18m Roll	1/4" x 3/8"	6.35 x 9.53
PCFR141213	Pair Coil - 18m Roll	1/4" x 1/2"	6.35 x 12.70
PCFR145813	Pair Coil - 18m Roll	1/4" x 5/8"	6.35 x 15.88
PCFR385813	Pair Coil - 18m Roll	3/8" x 5/8"	9.53 x 15.88
PCFR383413	Pair Coil - 18m Roll	3/8" x 3/4"	9.53 x 19.05

Pair Coil - Fire Rated 19mm Wall Ins.


		INCH	MM
PCFR143819	Pair Coil - 18m Roll	1/4" x 3/8"	6.35 x 9.53
PCFR141219	Pair Coil - 18m Roll	1/4" x 1/2"	6.35 x 12.70
PCFR145819	Pair Coil - 18m Roll	1/4" x 5/8"	6.35 x 15.88
PCFR385819	Pair Coil - 18m Roll	3/8" x 5/8"	9.53 x 15.88
PCFR383419	Pair Coil - 18m Roll	3/8" x 3/4"	9.53 x 19.05

CONFORMS TO AS1530.3 - 1999
Refrigeration - Soft Annealed

		INCH	MM	WALL
CR14	Soft Annealed - 18m Roll	1/4"	6.35	0.81
CR38	Soft Annealed - 18m Roll	3/8"	9.52	0.81
CR12	Soft Annealed - 18m Roll	1/2"	12.70	0.81
CR5810	Soft Annealed - 18m Roll	5/8"	15.88	1.02
CR3414	Soft Annealed - 18m Roll	3/4"	19.05	1.14
CR7814	Soft Annealed - 18m Roll	7/8"	22.22	1.40

CONFORMS TO AS/NZS 1571
COPPER PRICES SUBJECT TO CHANGE

Sales made in accordance with ADA's terms & conditions of sale. Pricing effective from 1st October 2025.


Refrigeration - Hard Drawn x 6m			INCH	MM	WALL
	HDC614	Hard Drawn Copper x 6m	1/4"	6.35	0.81
	HDC638	Hard Drawn Copper x 6m	3/8"	9.52	0.81
	HDC612	Hard Drawn Copper x 6m	1/2"	12.70	0.91
	HDC658	Hard Drawn Copper x 6m	5/8"	15.88	1.02
	HDC634	Hard Drawn Copper x 6m	3/4"	19.05	1.14
	HDC678	Hard Drawn Copper x 6m	7/8"	22.22	1.40
	HDC61	Hard Drawn Copper x 6m	1"	25.40	1.63
	HDC6118	Hard Drawn Copper x 6m	1 1/8"	28.57	1.83
	HDC6138	Hard Drawn Copper x 6m	1 3/8"	34.92	2.03
	HDC6158	Hard Drawn Copper x 6m	1 5/8"	41.27	2.41


CONFORMS TO AS/NZS 1571

Silver Solder



SBTS	Solder Brown Tip Per Stick
SBT9	Brown Tip 15% Solder Per KG (900mm long)

9mm Wall 2M Length			INCH	MM	WALL
 BUY BY THE BOX AND SAVE \$\$	AC149	Pipe Insulation	1/4"	6.35	9.00
	AC389	Pipe Insulation	3/8"	9.52	9.00
	AC129	Pipe Insulation	1/2"	12.70	9.00
	AC589	Pipe Insulation	5/8"	15.88	9.00
	AC349	Pipe Insulation	3/4"	19.05	9.00
	AC789	Pipe Insulation	7/8"	22.22	9.00
	AC19	Pipe Insulation	1"	25.40	9.00
	AC1189	Pipe Insulation	1 1/8"	28.57	9.00
	AC1389	Pipe Insulation	1 3/8"	34.92	9.00

9mm Wall 2M Length - Fire Rated			INCH	MM	WALL
 BUY BY THE BOX AND SAVE \$\$	ACF149	FR Pipe Insulation	1/4"	6.40	9.00
	ACF389	FR Pipe Insulation	3/8"	9.50	9.00
	ACF129	FR Pipe Insulation	1/2"	12.70	9.00
	ACF589	FR Pipe Insulation	5/8"	15.90	9.00
	ACF349	FR Pipe Insulation	3/4"	19.10	9.00
	ACF789	FR Pipe Insulation	7/8"	22.20	9.00
	ACF19	FR Pipe Insulation	1"	25.40	9.00
	ACF1189	FR Pipe Insulation	1 1/8"	28.60	9.00
	ACF1389	FR Pipe Insulation	1 3/8"	35.00	9.00
	ACF1589	FR Pipe Insulation	1 5/8"	41.30	9.00
	ACF29	FR Pipe Insulation	2"	51.00	9.00

COPPER PRICES SUBJECT TO CHANGE

Copper Bush (OD-ID)



		R-410A	CO2 60 Bar
CB3814	3/8" OD x 1/4" ID	✓	✓
CB1214	1/2" OD x 1/4" ID	✓	✓
CB1238	1/2" OD x 3/8" ID	✓	✓
CB5838	5/8" OD x 3/8" ID	✓	✓
CB5812	5/8" OD x 1/2" ID	✓	✓
CB3438	3/4" OD x 3/8" ID	✓	✓
CB3412	3/4" OD x 1/2" ID	✓	✓
CB3458	3/4" OD x 5/8" ID	✓	✓

Copper Elbow 90°



CE14410	1/4" ID x 1/4" ID	✓	✓
CE38410	3/8" ID x 3/8" ID	✓	✓
CE12410	1/2" ID x 1/2" ID	✓	✓
CE58410	5/8" ID x 5/8" ID	✓	✓
CE34410	3/4" ID x 3/4" ID	✓	✓
CE78410	7/8" ID x 7/8" ID	✓	✓
CE1410	1" ID x 1" ID	✓	✓
CE118410	1-1/8" ID x 1 1/8" ID	✓	
CE114410	1-1/4" ID x 1-1/4" ID	✓	
CE138410	1-3/8" ID x 1-3/8" ID	✓	
CE112410	1-1/2" ID x 1-1/2" ID	✓	
CE158410	1-5/8" ID x 1-5/8" ID	✓	

Copper Elbow 45°



CE4538	3/8" ID x 3/8" ID	✓	✓
CE4512	1/2" ID x 1/2" ID	✓	✓
CE4558	5/8" ID x 5/8" ID	✓	✓
CE4534	3/4" ID x 3/4" ID	✓	✓
CE4578	7/8" ID x 7/8" ID	✓	✓
CE451	1" ID x 1" ID	✓	✓
CE45118	1-1/8" ID x 1-1/8" ID	✓	✓
CE45138	1-3/8" ID x 1-3/8" ID	✓	
CE45158	1-5/8" ID x 1-5/8" ID	✓	

Copper Tee



CT14410	1/4" ID x 1/4" ID x 1/4" ID	✓	✓
CT516410	5/16" ID x 5/16" ID x 5/16" ID	✓	✓
CT38410	3/8" ID x 3/8" ID x 3/8" ID	✓	✓
CT12410	1/2" ID x 1/2" ID x 1/2" ID	✓	✓
CT58410	5/8" ID x 5/8" ID x 5/8" ID	✓	✓
CT34410	3/4" ID x 3/4" ID x 3/4" ID	✓	✓
CT78410	7/8" ID x 7/8" ID x 7/8" ID	✓	
CT1410	1" ID x 1" ID x 1" ID	✓	✓
CT118410	1-1/8" ID x 1-1/8" ID x 1-1/8" ID	✓	
CT114410	1-1/4" ID x 1-1/4" ID x 1-1/4" ID	✓	
CT138410	1-3/8" ID x 1-3/8" ID x 1-3/8" ID	✓	
CT112410	1-1/2" ID x 1-1/2" ID x 1-1/2" ID	✓	

Copper Pipe Saddle



CPS14	1/4" Dia
CPS516	5/16" Dia
CPS38	3/8" Dia
CPS12	1/2" Dia
CPS58	5/8" Dia
CPS34	3/4" Dia
CPS78	7/8" Dia
CPS1	1" Dia

Copper Unions



	INCH	MM
CU14410	1/4"	6.35
CU38410	3/8"	9.52
CU12410	1/2"	12.70
CU58410	5/8"	15.88
CU34410	3/4"	19.05
CU78410	7/8"	22.22
CU1410	1"	25.40
CU118410	1 1/8"	28.57
CU114410	1 1/4"	31.75
CU138410	1 3/8"	34.92
CU112410	1 1/2"	38.10
CU158410	1 5/8"	41.27

Flare Nuts



	INCH	MM
FN14	1/4"	6.35
FN38	3/8"	9.52
FN12	1/2"	12.70
FN58	5/8"	15.88
FN34	3/4"	19.05

Access Valve



AV14	1/4" ACCESS VALVE C/W COPPER TAIL
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Union (Brass) - Male Flare to Male Flare



BU1414	1/4" MSAE x 1/4" MSAE
BU51614	5/16" MSAE x 1/4" MSAE
BU516516	5/16" MSAE x 5/16" MSAE
BU3814	3/8" MSAE x 1/4" MSAE

Flare Copper Capillary



CAP14900	Capillary - 1/4" FSAE x 900mm
CAP14900D	Capillary with Depressor - 1/4" FSAE x 900mm
CAP141000	Capillary - 1/4" FSAE x 1000mm
CAP141500	Capillary - 1/4" FSAE x 1500mm

Brass Adaptors

TE78	Brass Adaptor 5/16" MSAE x 1/4" FSAE (R410A)
TE87	Brass Adaptor 1/4" MSAE x 5/16" FSAE (R22)

Schrader Access Spares



SVC410	Schrader Valve Core (410A)
SVC130	Schrader Valve Core - 130 Bar (Mueller)
SV516	5/16" Schrader Valve Cap & O Ring (410A)
SCT14	1/4" Schrader Cap with Tool
SCO14	1/4" Schrader Cap with O Ring

Cylinder Adaptor



CYL34	3/4" FESB Cylinder Cap
CYL14	1/4" MSAE x 3/4" FSFB
CYL516410	5/16" MSAE x 3/4" FSFB (410A)
CYL516R32	5/16" MSAE x 3/4" FSFB Left Hand (R32)
CYL38	3/8" MSAE x 3/4" FBSB
CYL58	5/8" MSAE x 3/4" FBSP
CCW	Cylinder Cap + Washer to Suit MAPP Gas
FWCA	Fibre Washer for Cylinder Adaptor

Schrader Access (Threaded)



SU1418MBSP	1/4" x 1/8" MBSP (inc cap & core)
SU1414MBSP	1/4" x 1/4" MBSP (inc cap & core)
SU1418NPT	1/4" x 1/8" NPT (inc cap & core)
SU1414NPT	1/4" x 1/4" NPT (inc cap & core)

Schrader Access (Copper Solder)



SU1436CU	1/4" x 3/16" CU Tail (inc cap & core)
SU1414CU	1/4" x 1/4" CU Tail (inc cap & core)
SU51614CU	5/16" Schr x 1/4" CU Tail (410A)

Schrader Access (Brass)






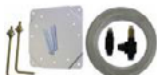
SU143S	1/4" x 3 Steps 3/16" ID x 1/4" x 3/8" OD (cap & core)
SU143S130B	1/4" x 3 Steps 3/16" ID x 1/4" x 3/8" OD 130 bar
SU1414	1/4" x 1/4" ID - 3/8" OD Spigot (inc cap & core)
SU1414130B	1/4" x 1/4" ID - 130 Bar (inc cap & core)
SU1438130B	1/4" Schr x 3/8" ID - 130 Bar (inc cap & core)
SU51614130B	5/16" Schr x 1/4" ID - 130 Bar (inc cap & core)

Schrader Access Tee
















ST141414S	1/4" x 1/4" x 1/4" FSAE Swivel (with depressor)
ST141414SB	1/4" x 1/4" x 1/4" FSAE Swivel Branch (with depressor)
ST141414SF	1/4" x 1/4" x 1/4" FSAE Fixed
ST141414SFB	1/4" x 1/4" x 1/4" FSAE Fixed - 130 Bar





Manifold Gauge

	MBD134A	Manifold & Gauge 5" Hose Set R134A/R407C Black Diamond
	M2V516	BD Manifold 5/16" F+5 Hoses R410 / R32 (No Sight Glass)
	MGAUGE	Magnahelic Gauge
	MAK	Magnahelic Accessory Kit (Plastic Tubing)


Tools

	SOLMAG	Solenoid Magnet
	HHVG	Hand Held Digital Vacuum Gauge Plus Case
	HS314	BD Hose Set 36" RBY 1/4" x 1/4"
	HS3516	BD Hose Set 36" RBY 1/4" x 5/16"
	PP7	Pinch Plyers 7"
	FT1434	Flaring Tool - 1/4" - 3/4" Eccentric Cone
	PTV5450	Premium Stop Flame Blanket 200x250
	M32	Inspection Mirror 32mm 120-450mm EXT
	M50	Inspection Mirror 50mm 200-230mm EXT
	TDB	Tube Deburrer
	PRT	Pencil Reaming Tool
	IOR	Inner / Outer Reamer 3/16" - 1 1/2"
	ABR	Reamer HD Aluminium Body 3/16" - 1 3/8"
	FCO	Fin Comb 6-piece Set
	TM50AUS	Pistol-grip Infrared Thermometer


Copper Tube Cutter

	TC127	JB Tube Cutter 1/8"-1.1/8"
	TC174	Tube Cutter 1/8" - 1 1/8"
	TC142	Tube Cutter 1/4" - 2"
	TC18	BD Tube Cutter 1/8- 1 1/4" (Smart Spring-Titanium Blade)
	TC14	BD Tube Cutter 1/8" - 1 5/8"
	CTC	Capillary Tube Cutters


Spring Tube Benders

	TBS14	1/4" Spring Tube Bender
	TBS38	3/8" Spring Tube Bender
	TBS12	1/2" Spring Tube Bender
	TBS58	5/8" Spring Tube Bender
	TBS34	3/4" Spring Tube Bender

Heavy Duty Tube Benders

	TB38	3/8" Tube Bender
	TB12	1/2" Tube Bender
	TB58	5/8" Tube Bender
	TB34	3/4" Tube Bender
	TB78	7/8" Tube Bender
	TB14	3 IN 1 Tube Bender - 1/4" 5/16" 3/8" OD

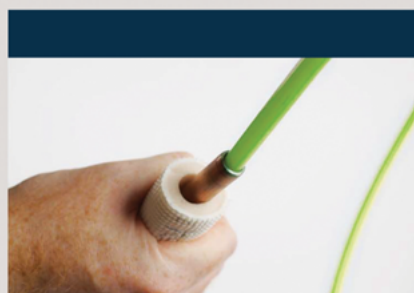
Polybender

	PB383M	Polybender 3/8" 3-metre (Yellow)
	PB123M	Polybender 1/2" 3-metre (Red)
	PB583M	Polybender 5/8" 3-metre (Blue)
	PB343M	Polybender 3/4" 3-metre (Green)

Polybender is an internal copper tube bending system designed to quickly and easily create kink free bends in soft annealed copper pair coil.

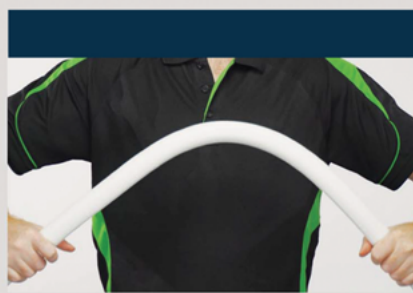
Features:

- Specifically engineered for use as an internal copper tube bender
- Can be left inside to protect copper tube during first fix construction
- 3 Easy steps to perfect bends (see below).



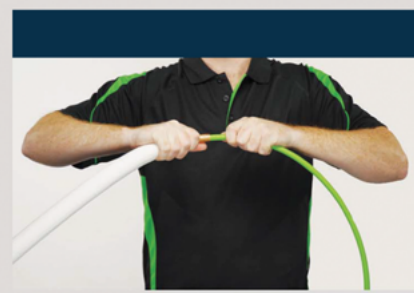
Step 01

Insert Polybender past the desired bend point.



Step 02

Bend the pipe to where it needs to be.



Step 03

Extract and finish connection.

Tool Kits



EK14118 Expander Kit 1/4"-1/8" - 8 Heads



HTK118 Hydraulic Expander Kit, 7-Piece



HTK158 Hydraulic Expander Kit, 11-Piece



MB71 Multi Bender - 7 in 1



FST1834 Flaring / Swaging Tool 1/8" - 3/4" 45'

Accessories



DH2X Large Drill Holster with Belt Clip



DP3 Tool and Drill Pouch



MB2 Tall Tech Meter Pouch



MP1X Medium Leather Backed Tool Pouch with Belt Clip



TBHVAC Veta Pro Pac Large Closed Tool Bag



TECHMCT Veta Pro Pac Medium Tall Closed Compact Tool Bag
260mm x 210mm x 360mm



TECHOTMC Veta Pro Pac Medium Open Top Tote Tool Bag



TECHPAC Veta Pro Pac Large Backpack Tool Bag
360mm x 250mm x 555mm



TP4B Veta Pro Pac Pocket Tool Pouch with Solid Base
115mm x 203mm x 280mm



TPXXL Veta Pro Pac XXL Zippered Technician Tool Pouch
380mm x 380mm x 200mm

ASPEN Edge Tools

CS100 100kg Charging Scales



Portable carry case

100kg capacity

Accuracy of +/- 5 grams

ERU Edge Recovery Unit 3/4" HP 240V For A2I Refrig

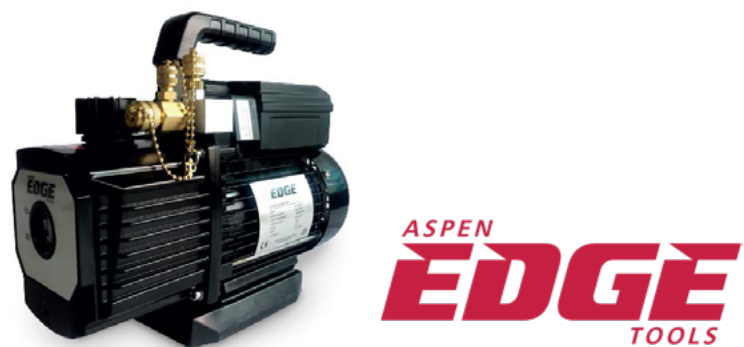


Ultra lightweight - 8.4kg

Ultra fast liquid recovery

Oil less compressor

VPE100 Aspen Edge Vac Pump 100l PM R32 Cert



Spark proof design

Gas ballast value

2 stage direct drive

Ergonomic handle

Solenoid valve

Pump Oil



VPO946 Vacuum Pump Oil 946ml



VPO378 Vacuum Pump Oil 3.78l

Nitrogen Regulator



NITROREG Nitrogen Regulator



NITROPURGE Nitrogen Purge Tool

Unilite Torches



NL350 Neck Light



SLR1450 Compact Worklight - 1450lm
















IL925R Foldable Inspection light - 925lm



HL8R Dual Beam Headtorch - 475lm

Condensate Pumps

	CPMA	Mini Aqua Condensate Pump
	CPMBD	Mini Blanc Deluxe Condensate Pump
	CPMLS	Mini Lime Silent Condensate Pump
	CPMLI	Maxi Lime Condensate Pump
	CPMO	Mini Orange Condensate Pump
	CPMOR	Maxi Orange Condensate Pump
	CPMOS	Mini Orange Silent Condensate Pump
	CPAPM	Perestaltic Mech Condensate Pump
	CPAPS	Perestaltic Standard Condensate Pump
	CPAPU	Perestaltic Universal Condensate Pump
	HFTPM	Hi Flow Pump Maxi - 500l/hr
	HLTP1	Hi Lift Tank Pump - 1l
	HLTP2	Hi Lift Tank Pump - 2l

Condensor Guard



ACG9	Protect Condenser Guard	W1000 X H900 X D600mm
ACG10	Protect Condenser Guard	W1200 X H1000 X D600mm
ACG12	Protect Condenser Guard	W1200 X H1200 X D600mm
ACG14	Protect Condenser Guard	W1200 X H1400 X D600mm
ACG16	Protect Condenser Guard	W1200 X H1600 X D600mm

Cleaners



CCTP	Tri-Power HD Coil Cleaner 3.78l
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CCNB	NU Brite Coil Cleaner 3.8l
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EASYFOAM	Easy Foam Aerosol Condenser Cleaner 600ml
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BUBBLEUP	Bubble Up Spray Leak Detector 1l
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STAYCLEAN	Stayclean Mini Tabs 20pk
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G2G20	Grips-To-Go Tough Beaded Towels 20pk
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G2G80	Grips-To-Go Tough Beaded Towels 80pk
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CGS	Large Mini Split Cleaning Guard - Up to 3.5kW
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CGXL	Extra Large Mini Split Cleaning Guard - Up to 10kW
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Gas & Oxygen



TV472	Vulcane Pro Torch - Suits MAPP Gas
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MG	MAPP Gas Cylinder 453g
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OXY	Oxygen Cylinder 1l
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Printed Circuit Boards (PCB)

	DB8201553A	Samsung EEPROM
	DB8200978A	Samsung EEPROM Suits RC125DHXEH
	DB8200773A	Samsung EEPROM Suits RC140PHXEA
	DB8200969A	Samsung EEPROM Suits AQV12UWLX
	DB8200924A	Samsung EEPROM Suits RC071DHXEA
	DB8200968A	Samsung EEPROM Suits AQV09UWLX
	DB8200925A	Samsung EEPROM Suits RC071PHXEA
	DB8200977A	Samsung EEPROM Suits RC100DHXEH
	DB8200980A	Samsung EEPROM Suits RC155DHXEH
	DB8201238A	Samsung EEPROM Suits AQV24TWDX
	DB8200979A	Samsung EEPROM Suits RC140DHXEH
	DB8201237A	Samsung EEPROM Suits AQV12TWSX
	DB8200804A	Samsung EEPROM Suits AQV09KWAX
	DB8200967A	Samsung EEPROM Suits AQV30UWCX
	DB8200813A	Samsung EEPROM Suits AQV18UWLX/TWSX
	DB8200769A	Samsung EEPROM Suits RC100PHXEA
	DB8200966A	Samsung EEPROM Suits AQV24UWCX
	DB9312593A	Samsung BLDC Fan Driver SUB Board Suits NS100-155HHXEH (without EEPROM)
	DB9311113B	Samsung Inverter PCB
	DB9311112D	Samsung Inverter PCB

Printed Circuit Boards (PCB)

	DB9202867E	Samsung ASSY PCB Inverter Suits AC052HB1DBC1
	DB9203028A	Samsung Outdoor Board Suits AC140HBHFKH/SA
	DB9312595A	Samsung Indoor Board Suits NS100-155HHXEH (without EEPROM)
	DB9310956D	Samsung Indoor Board Suits AQV09-12KWAN (without EEPROM)
	DB9203237A	Samsung Outdoor Board Suits AC140HCAFKH/SA
	DB9311109F	Samsung Outdoor Board
	DB9310952E	Samsung Outdoor Main CONTROL Board
	DB8202309A	Samsung Outdoor Board Suits RC100-RC155 (without EEPROM)
	DB8207087A	Samsung Inverter PCB
	DB9310939E	Samsung Outdoor Board Suits RC071 (without EEPROM)
	DB9311109A	Samsung Outdoor Board Suits RC100-RC155 (without EEPROM)
	DB9313183H	Samsung PCB
	DB9311109E	Samsung Outdoor Board Suits RC180 (without EEPROM)
	DB9203028H	Samsung ASSY PCB Main IN
	DB9203310F	Samsung ASSY PCB Main OUT

Motors



DB3100579A Samsung Outdoor F/Motor
Suits RC100-RC180 (without EEPROM)



DB3100512F Samsung Outdoor F/Motor
Suits RC071 & AQV24-30UWCX/TWDX (without EEPROM)



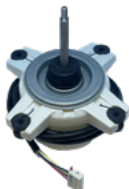
DB3100557A Samsung Outdoor F/Motor
Suits AQV09-12UWLX/UWAX/TWSX (without EEPROM)



DB3100556A Samsung Indoor Motor
Suits AQV12UWLN/XSA



DB3100431A Samsung Outdoor F/Motor
Suits AQV09NSDX (without EEPROM)



DB3100564A Samsung Outdoor F/Motor
Suits AQV09-12KWAX (without EEPROM)



DB3100610B Samsung Outdoor F/Motor
Suits AQV18TWSX (without EEPROM)



DB3100611G Samsung Motor Fan

Noise Absorber



DB9504339H Samsung Noise Absorber

Sensors / Thermister



DB9504871C Samsung AC100/140 OLP Sensor ASSY



DB9504871A Samsung AC090 OLP Sensor ASSY



DB9505011A Samsung Thermister ASSY



DB3200239A Samsung Outdoor Thermister ASSY
Suits AC100/160TNHPKG



DB9505009B Samsung Thermister

Controllers



DB9311489S Samsung Remote
Suits AQV09-12TWSN AQV24-30TWDN



DB9311489G Samsung Remote
Suits FAQV09WQ1



DB9316764B Samsung MWR-WE13 NON NASA Controller (4 WIRE)

DB9311251Z Samsung MWR-WE13 NON NASA Controller (2 WIRE)

Mounting Bracket



DB6105743A Samsung Mount Plate

Controllers



A8Z24V

Actron 8 ZONE MODULE 24V FINAL "8Z-24V"



WRE2621

Actron Remote Control
Suits SWA/SWB/CRE/MRE/BRE/WRE-AS series



LM7-2W

Actron 7 Day Wall Controller, 8 Zone - White



LM7-2G

Actron 7 Day Wall Controller, 8 Zone - Grey



LM24-2W

Actron Optional Secondary Wall Controller, 8 Zone - White



AC73

Actron 7 Day Wall Controller, C Series 3 Stage Heat/Cool

Electrical Components



A4080013

Actron EMC EMI FILTER V4



A2005750

Actron Capacitor EPCOS P2 50uF (+/- 5%) 480V 50 x 125mm M8 STUD



A2005735

Actron Capacitor FEIDA P2 35uF (+/- 5%) 450V 50 x 75mm M8 STUD



A2005704

Actron Capacitor FEIDA P2 4uF (+/- 5%) 450V 30 x 55mm M8 STUD



A2005760

Actron Capacitor FEIDA P2 60uF (+/- 5%) 450V 50 x 105mm M8 STUD



A2005708

Actron Capacitor FEIDA P2 8uF (+/- 5%) 450V 30 x 60mm M8 STUD



A2005780

Actron Capacitor FEIDA P2 CLASS A 80uF (+/- 5%) 450V 60 x 125mm M12



A2035011K

Actron SS9B Single Phase Soft Starter Kit (1 Phase)



A4550027

Actron Coil for Valve

Printed Circuit Boards (PCB)



A2020136

Actron Commercial Outdoor Board CM100 Controller
"TRI-CAP"



A2020100B

Actron Commercial Outdoor PCB R410A + 2 Stage with
PFC



A2020152B

Actron Digital Residential Outdoor PCB (D4CPU-PD)
R410A Boxed



WRE2603A

Actron Receiver PCB Suits WRE-AS series



A2020097B

Actron Standard Commercial Outdoor PCB R410A D4CPU
+ PFC



AMIB8

Actron Standard Residential Indoor PCB R22 AMIB-8



A2020042B

Actron Standard Residential Indoor PCB R410A AM2R5



A2020151B

Actron Standard Residential Outdoor PCB R410A
(D4CPU-P)



A2020045B

Actron Standard Residential Outdoor PCB R410A
(D4CPU-P)
Suits SCA400



A2020002B

Actron Standard Residential R22 Outdoor PCB D4CPU

Sensors / Thermistors



A2060006

Actron SENSOR DEFROST ASSY D4/5 103AT 1.2 MT
"2060-006" HT PVC



A2060018

Actron SENSOR DISCHARGE 100K@25degC "2060-018-
C" "Red lead wire"

Motors



A2505141K Actron 450mm Axial/Outdoor Fan Kit



A2505130 Actron Fan Axial EBM A6E500AJ0311 500mm AC 1PH 6P 8uf 5B HYBLADE



A2505106 Actron Fan Axial ZIEHL FB056-6EK4IV4P 560 AC 1PH 6P 8uF 4B STRAIGHT

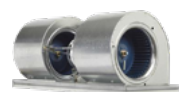


A2520330 Actron Fan Deck: FD 9X7 AM 1/2HP ECM (36P)



A2520334 Actron Fan Twin Deck 9x7 S 3/4HP ECM 1PH GE H-METAL W PVC EON NEO

A2520305 Actron Fan Twin Deck 9x9 S 750W AC 1PH 4P 20uF H-METAL W-PVC



A2520104 Actron Indoor Fan Deck 9x7 S 600W AC 1 Phase 4P CMG 15uF

A2520310 Actron Indoor Fan Deck 9x7 T 315W AC 1 Phase 4P Fasco 8uF

A2520315 Actron Indoor Fan Deck 9x7 T 600W AC 1 Phase 4P Fasco 15uF

A2520304 Actron Indoor Fan Deck 9x9 T 600W AC 1PH 4P Fasco 15uF



WRE2611 Actron Indoor Fan Motor
Suits SWB26/36, WRE026AS/CS & WRE035CS



AZM24V Actron 24V Zone Motor Only



AW28E016 Actron Bearing

AIR DIFFUSION AGENCIES - TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1. The Supplier is AIR DIFFUSION AGENCIES PTY. LIMITED (ACN: 008 267 221). The Customer is the party or any person acting on behalf of and with the authority of the Customer that the Order is provided for.
- 1.2. The Guarantor is the person(s), or entity, who agrees to be liable for the debts of the Customer.
- 1.3. The Order shall be defined as any request for the provision of Goods and/or Services by the Customer with the Supplier which has been accepted by the Supplier.
- 1.4. The Goods are the air conditioning goods and/or related products provided by the Supplier.
- 1.5. The Services are all the delivery and/or supply of Goods by the Supplier, including any advice or recommendations.
- 1.6. The Price is the amount invoiced for Goods supplied.
- 1.7. Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 1.8. Invoices include invoices for Goods supplied.
- 1.9. GST refers to Goods and Services Tax under the *Goods and Services Act 1999* ("GST Act") and the terms used herein have meanings contained within the GST Act.
- 1.10. Major failure refers to Major failure as defined under the *Competition and Consumer Act 2010* and the *Fair Trading Acts* in each of the States and Territories of Australia.
- 1.11. Security interest as defined in Section 12 of the *Personal Property Securities Act 2009* (Cth).
- 1.12. "Security Agreement", "Commingled Goods", "Collateral", "Financing Statement", "Financing Change Statement" is defined under Section 10 of the *Personal Property Securities Act 2009* (Cth).

2. GENERAL

- 2.1. These Terms and Conditions together with the Supplier's written or verbal quotation and the Supplier's Credit Application Form forms this Agreement.
- 2.2. Any Order requested by the Customer is deemed to be an Order incorporating these Terms and Conditions and may not be varied unless expressly agreed to by the parties in writing. In the event that an inconsistency exists and/or arises between these terms and the Order it is acknowledged between the parties that these Terms and Conditions will prevail.
- 2.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Supplier.
- 2.4. The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 2.5. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 2.6. Where more than one Customer completes this Agreement each shall be liable jointly and severally.
- 2.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 2.8. The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent but the Supplier acknowledges that it remains at all times liable to the Customer.
- 2.9. The failure by the parties to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the parties' right to subsequently enforce that provision.
- 2.10. The Customer acknowledges that the Supplier may detail these Terms and Conditions on its website.

3. PLACEMENT OF ORDERS

- 3.1. Orders placed by the Customer with the Supplier will be considered valid when placing the Order in writing and/or verbally
- 3.2. Any written Quotation given by the Supplier shall expire thirty (30) days after the date of the written quotation. Quotations may also be provided to the Customer by verbal communication over the telephone.
- 3.3. All prices are based on taxes and statutory charges current at the time of the Quotation. Should these vary during the period from the date of the Quotation to the date of the invoice, the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by the Supplier.

4. PRICE

- 4.1. GST will be charged on the Goods and Services provided by the Supplier that attract GST at the applicable rate
- 4.2. The Supplier reserves the right to change the Price to the Order in the event of a variation which was previously unknown or unforeseen by the parties at the time the Order was placed, and notice will be provided in writing by the Supplier within a reasonable time.
- 4.3. At the Supplier's sole discretion the Price shall be either:

- 4.3.1. As detailed on invoices provided by the Supplier to the Customer in respect of Goods and/or Services supplied; or
- 4.3.2. The Supplier quoted Price as for the Order (subject to Clause 4.2)

5. SUPPLY AND DELIVERY OF GOODS

- 5.1. At any time before payment is made by the Customer, the Supplier reserves their right to:
 - 5.1.1. Decline requests for any Goods requested by the Customer.
 - 5.1.2. Cancel or postpone the delivery of Goods at their discretion.
- 5.2. Delivery of the Goods shall be deemed to be complete when the Goods are collected by the Customer or are delivered to the Customer or to the carrier as nominated by the Supplier and/or Customer.
- 5.3. If the Customer fails to make all arrangements necessary to take delivery of the Goods the Customer shall, at the discretion of the Supplier, be liable for a \$33.00 Non Delivery Fee and the Supplier shall be entitled, also at its discretion, to charge a reasonable fee for redelivery and storage.
- 5.4. Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Goods at specific times requested by the Customer during the term of this Agreement.
- 5.5. Subject to otherwise complying with its obligations under this Agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Goods and of satisfying the Customer's expectations of those Goods.
- 5.6. In the discharge of its duties, the Supplier shall comply with all reasonable directions of the Customer as to the nature and scope of the Goods to be provided.
- 5.7. Nothing in the above clause shall affect the Supplier's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.
- 5.8. The Supplier may agree to provide, on request from the Customer, additional Goods not included or specifically excluded in the Quotation/Order. In this event, the Supplier shall be entitled to make an additional charge. Additional Goods includes, but is not limited to, alterations, amendments, and any additional visits by the Supplier after provision of the Goods at the request of the Customer.

6. PAYMENT AND CREDIT POLICY

- 6.1. The Customer must make full payment of the Price within thirty (30) days from the date of issue of invoice(s) for the Goods and/or Services.
Discounts
- 6.2. The Customer will be entitled to a discount on the Price at the rate as may be agreed from time to time by the Supplier and the Customer if payment is made within thirty (30) days from the date of issue of invoice(s) for the Goods and Services.
- 6.3. In the event of a default the customer will not be entitled to any discounts and shall pay the full Price as listed on the original invoice(s).

7. DISHONOUR OF CHEQUE

- 7.1. If any cheque issued by the Customer or by any third party in payment of the Price is dishonoured:
 - 7.1.1. The Supplier may refuse to supply any further Goods until satisfactory payment is Received in full, including bank fees and charges;
 - 7.1.2. The Supplier is entitled to treat the dishonour of the Customer's cheque as a repudiation of this Agreement and to elect between terminating this Agreement or affirming this Agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Customer.
 - 7.1.3. The Customer may be liable for a dishonoured cheque fee of \$40.00.

8. DEFAULT

- 8.1. Invoices issued by the Supplier shall be due and payable upon the provision of Goods and/or services for Non-Account Customers, and invoices issued by the Supplier shall be due and payable within thirty (30) days of the date of issue for Account Customers ("Default Date") depending on terms agreed with the Supplier. Without prejudice to any other rights of the Supplier, the Customer may be charged account keeping fees of \$25.00 monthly on any payment in arrears.
- 8.2. If the Supplier does not receive the Outstanding Balance for the Price on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:
 - 8.2.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;
 - 8.2.2. The Supplier may, in its discretion, calculate interest at the rate of five per centum (5%) per annum for all monies due by Customer to the Supplier.

- 8.2.3. In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:

$$\text{Commission} = \frac{\text{Original Debt} \times 100}{100 - \text{Commission \% charged by the agency (including GST)}}$$

- 8.2.4. In the event the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au.
- 8.2.5. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

9. RISK AND LIABILITY

- 9.1. The Customer will ensure when placing Orders that there is sufficient information to enable the Supplier to execute the Order.
- 9.2. The Supplier takes no responsibility if the specifications provided by the customer are wrong or inaccurate and the Customer will be liable in that event for the expenses incurred by the Supplier for any work required to rectify the Order.
- 9.3. The Customer is responsible for ensuring that the Supplier is made aware of any special requirements pertaining to the Order and the Supplier relies upon the integrity of the information supplied to it.
- 9.4. The Supplier takes no responsibility and will not be liable for any damages or costs resulting in the Goods being faulty as a consequence of insufficient information provided by the Customer.
- 9.5. The Supplier takes no responsibility for representations made in relation to the Goods or any delay in the delivery of the Goods made by a third party or third party manufacturer which was organised by the Customer.
- 9.6. The Customer acknowledges that the Supplier shall not be liable for and the Customer releases the Supplier from any loss incurred as a result of delay or failure to provide the Goods and/or services or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Supplier's reasonable control.
- 9.7. The Supplier does not represent that it will carry out any Services and/or provide and/or deliver any Goods unless it is included in the Quote.
- 9.8. Subject to Clause 10.1 and 10.2 the Customer accepts risk in relation to the Goods when the Goods pass to his care and/or control.

10. WARRANTY

- 10.1. The Supplier warrants that the rights and remedies to the Customer in this Agreement for warranty against defects are in addition to other rights and remedies of the Customer under any applicable Law in relation to the goods and services to which the warranty relates.
- 10.2. The Supplier does not purport to restrict, modify or exclude any liability that cannot be excluded under the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia
Warranty for Services
- 10.3. The Supplier warrants that if any defect in any Service provided by the Supplier becomes apparent and is reported to the Supplier preferably within (14) days of the provision of the Services then the Supplier will (at the Supplier's sole discretion) remedy the defective Service.
- 10.4. To the extent permitted by law, the Supplier's liability in respect of defective services will be limited to:
 - 10.4.1. The re-supply of the Service; or
 - 10.4.2. The payment of the cost of having the Services supplied again; or
 - 10.4.3. The refund of the Price paid by the Customer in respect of the Service.
- 10.5. In respect of all claims the Supplier shall not be liable to compensate the Customer for any reasonable delay in remedying the defective Services or in assessing the Customer's claim. The Customer warrants that it will use its best endeavors to assist the Supplier with identifying the nature of the defective Service claim.
Warranty for Goods
- 10.6. The warranty for Goods supplied shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 10.7. The Customer continues to be responsible for all amounts owing to the Supplier in the event that any Goods are supplied on the basis that a manufacturer's warranty is in place and it subsequently becomes known to the parties that the warranty is void or inapplicable.

AIR DIFFUSION AGENCIES - TERMS AND CONDITIONS OF SALE

- 10.8. For Goods manufactured by the Supplier, the Supplier warrants:
Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replace if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 10.9. If the Goods and Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Supplier's liability for a consumer guarantee under the Australian Consumer Law in relation to those Goods and Services is limited to, at the discretion of the Supplier:
- 10.9.1. The resupply of the Goods and Services;
- 10.9.2. The payment of the cost of providing the Goods and Services again.
- Claims made under Warranty**
- 10.10. Subject to clause 11.2 of this Agreement claims for warranty should be made in one of the following ways:
- 10.10.1. The Customer must send the claim in writing together with proof of purchase to the Supplier as stated in clause 1.1 of this Agreement;
- 10.10.2. The Customer must email the claim together with the proof of purchase to the Supplier at accounts@airdiffusion.com.au
- 10.10.3. The Customer must contact the Supplier on the Supplier's business number 08 8307 2310.
- 10.11. Goods where a claim is made are to be returned to the Supplier or are to be left in the state and conditions in which they were delivered until such time as the Supplier or its Agent has inspected the Goods. Such inspection is to be carried out within a reasonable time after notification.
- 11. RETENTION OF TITLE**
- 11.1. While the risk in Goods shall pass on delivery and/or supply (including all risks associated with unloading), legal and equitable title in the Goods shall remain with the Supplier until full payment of all Goods supplied by the Supplier to the Customer is made. Pending such payment the Customer:
- 11.1.1. Shall hold the Goods as Bailee for the Supplier and shall return the Goods to the Supplier if so requested.
- 11.1.2. Agrees to hold the Goods at the Customer's own risk and is liable to compensate the Supplier for all loss or damage sustained to the Goods whilst they are in the Customer's possession.
- 11.1.3. The Customer should store the Goods separately and in such a manner that it is clearly identified as the property of the Supplier and keep the Goods insured to full replacement value.
- 11.1.4. The Customer must not allow any person to have or acquire security interest in the Goods whilst the Goods are in the Customer's possession.
- 11.1.5. The Customer may sell and/or use the Goods in the ordinary course of business.
- 11.1.6. If the Goods are resold before all monies are paid to the Supplier, the Customer shall hold the proceeds of sale in a separate identifiable account on trust for the Supplier and promptly account the Supplier for those proceeds in payment of the Price for the Goods.
- 11.2. The Supplier is authorised to enter the Premises or the premises where the Customer stores the Goods without liability for trespass or any resulting damage in retaking possession of the Goods until the accounts owed to the Supplier by the Customer are fully paid.
- 11.3. Notwithstanding the provisions above, the Supplier shall be entitled to issue legal proceedings to recover the Price of the Goods.
- 12. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) ("PPSA")**
- 12.1. The Customer acknowledges that these Terms and Conditions will constitute a Security Agreement which creates a security interest in favour of the Supplier over all present and after acquired Goods and/or Services supplied by the Supplier to the Customer to secure the payment of the Price or any other amount owing under this agreement from time to time including future advances.
- 12.2. The Customer acknowledges that by accepting these Terms and Conditions and by virtue of the retention of title clause as provided for in Clause 13, the security interest is a purchase money security interest ("PMSI") as defined under Section 14 of the PPSA for all present, after acquired Goods and/or Services including any Commingled Goods.
- 12.3. The security interest will continue to apply as an interest in the Collateral for the purposes of PPSA with priority over registered or unregistered security interest.
- 12.4. The Supplier may register the security interest as PMSI on the Personal Property Securities Register ("PPSR") under the PPSA without providing further notice to the Customer.
- 12.5. The Customer agrees the Supplier is not required to disclose information pertaining to the Supplier's security interest to an interest party unless required to do pursuant to PPSA or under the general law.
- 12.6. The Customer agrees and undertakes:
- 12.6.1. To sign any documents and/or provide further information reasonably required by the Supplier to register Financing Statement or Financing Change Statement on the PPSR;
- 12.6.2. To indemnify the Supplier for all expenses and/or costs incurred by the Supplier in registering a Financing Statement or Financing Change Statement on PPSR including the costs of amending, maintaining, releasing and enforcing any security interests in the Goods;
- 12.6.3. Not to register and/or make a demand to alter a Financing Statement in the Collateral without prior written consent of the Supplier;
- 12.6.4. To provide the Supplier with 7 days written notice of any change or proposed change to the Customer's business name, address, contact details or other changes in the Customer's details registered on the PPSR;
- 12.6.5. To waive any rights of enforcement under Section 115 of the PPSA for Collateral not used predominantly for personal, domestic or household purposes;
- 12.6.6. To waive any rights to receive Verification Statement in respect of any Financial Statement or Financing Charge Statement under Section 157 of the PPSA.
- 13. RETURN OF GOODS**
- 13.1. Goods may be returned for credit if they are:
- 13.1.1. Wrongly supplied or oversupplied or which are defective, faulty or not in accordance with Order or Quote.
- 13.1.2. These goods must be returned within fourteen (14) days from the date of delivery of the Goods and must be in their original condition.
- 13.1.3. Items manufactured to specific requirements are not returnable under any circumstances.
- 13.1.4. Restocking fee may apply.
- 14. TERMINATION AND CANCELLATION**
- Cancellation by Supplier**
- 14.1. The Supplier may cancel any Order to which these Terms and Conditions apply or cancel delivery of Goods at any time before payment is made by the Customer by giving written notice to the Customer. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- 14.2. Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
- 14.2.1. The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 14.2.2. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- Cancellation by Customer**
- 14.3. Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing.
- 14.4. In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 14.5. If the Customer places an Order with the Supplier and the Supplier places an Order with a third party Supplier to meet the Customer's request, the Customer shall be liable for the Price of the Goods ordered if the Customer cancels the Order and the Goods have already been dispatched.
- 14.6. The Supplier acknowledges that in the event the Supplier contravenes any of the terms of this Agreement, then clauses 14.3, 14.4 and 14.5 will not apply.
- 15. SET-OFF**
- 15.1. The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.
- 15.2. The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.
- 16. INSURANCE**
- 16.1. The Supplier is not liable to provide any insurance cover in relation to the provision of the Goods and Services. The Customer is responsible to effect whatever insurance cover he requires at his own expense.
- 17. AGREED USE**
- 17.1. The Customer acknowledges that the Customer may forfeit any rights if any, he may have against the Supplier if:
- 17.1.1. The Goods are applied for any other use to which the Goods are not intended for and/or not in accordance with any applicable manual;
- 17.1.2. Any alteration to the Goods is carried out other than in accordance with intended alterations and/or the Goods are not repaired by an authorised repairer.
- 17.2. The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the Goods in any way and shall indemnify in full the Supplier, its servant and its agents in relation to all such claims.
- 18. DISPUTE RESOLUTION**
- 18.1. All disputes between the Supplier and the Customer in connection with:
- 18.1.1. This Agreement; and
- 18.1.2. Any warranty given by the Supplier to the Customer under this Agreement or otherwise in relation to the Service or the Goods, (**Dispute**) will be dealt with in accordance with this clause 18 whenever the Dispute is raised.
- 18.2. Any party (**Disputing Party**) may within 30 days after the Dispute arises, give a notice to the other party:
- 18.2.1. Setting out details of the Dispute, the reason the Dispute should be resolved in favour of the Disputing Party and any other matter that may, in the reasonable opinion of the Disputing Party, be relevant to the resolution of the Dispute; and
- 18.2.2. Requiring the other party to, in good faith, discuss and negotiate the Dispute with the Disputing Party to resolve the Dispute within 28 days of the date of the notice.
- If the Dispute is then not resolved within 28 days, then the Supplier may provide the Customer with a further notice referring the Dispute either to mediation, or determination (**Determination**) by an independent expert (**Expert**).
- 18.4. The Supplier may provide a notice referring the Dispute to Determination if the Dispute is not resolved at mediation.
- 18.5. Any mediator or independent expert will be mutually agreed (or failing agreement within 7 days of the Supplier proposing mediation or Determination, then the mediator or expert will be nominated at the request of any party by the President of the Law Society of South Australia).
- 18.6. If the Supplier proposes mediation or Determination, then the Customer agrees to request an adjournment of any Court or Tribunal proceedings for at least 120 days to allow mediation or Determination to occur.
- For any Determination:
- 18.7.1. The Expert is an expert and not an arbitrator;
- 18.7.2. The Determination is final and binding on the parties; and
- 18.7.3. The proceedings for the purposes of the Determination will be conducted in accordance with the laws of evidence.
- 18.7.4. The parties may make submissions which the Expert must take into account when making the Determination;
- 18.7.5. The Expert must provide its Determination to the parties in writing, with reasons for the Determination and within 21 days of the appointment of the Expert; and
- 18.8. Unless otherwise agreed by the parties in writing:
- 18.8.1. The place of the proceedings for the purposes of the mediation or Determination will be Adelaide, South Australia;
- 18.8.2. Each party is entitled to legal representation at all stages of the mediation or Determination;
- 18.8.3. Each party will bear its own costs and expenses in relation to the mediation or Determination;
- 18.8.4. The parties will pay in equal shares the mediator or Expert's fees and expenses and the cost of the mediation or Determination including room hire (if any); and
- 18.8.5. The provisions of the *Commercial Arbitration Act 1986* (SA) do not apply to the resolution of any Dispute under the provisions of this clause 18.
- 19. JURISDICTION**
- 19.1. This Agreement is deemed to be made in the State of South Australia and all disputes hereunder shall be determined by the appropriate courts of South Australia.
- 20. PRIVACY ACT 1988**
- 20.1. The Customer and/or the Guarantor/s agrees;
- 20.1.1. For the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.
- 20.1.2. That the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency.
- 20.1.3. The Customer consent to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1)(h) *Privacy Act 1988*).
- 21. AGREEMENT**
- 21.1. This Agreement can only be amended in writing signed by each of the parties.
- 21.2. All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.
- 21.3. Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.

Where you can find us

SOUTH AUSTRALIA (ADA)

Lonsdale

15 - 19 Roxburgh Ave
Lonsdale, SA 5160
P: 08 8307 2300
E: lonsdale@airdiffusion.com.au

Salisbury

72 - 78 Willochra Rd
Salisbury Plain, SA 5109
P: 08 8182 0777
E: salisbury@airdiffusion.com.au

Welland

99 - 109 Frederick St
Welland, SA 5007
P: 08 8116 3600
E: welland@airdiffusion.com.au

QUEENSLAND (ADA)

Acacia

7/29 McCotter St
Acacia Ridge, QLD 4110
P: 07 3714 8900
E: acacia@airdiffusion.com.au

Eagle Farm

71 Lavarack Ave
Eagle Farm, QLD 4009
P: 07 3000 7979
E: eaglefarm@airdiffusion.com.au

NORTHERN TERRITORY (ADA)

Winnellie

116 Winnellie Rd
Winnellie, NT 0820
P: 08 8984 6800
E: winnellie@airdiffusion.com.au

VICTORIA (PALTECH)

Knoxfield

8 Kingston Park Court
Knoxfield, VIC 3180
P: 03 9212 7777
E: knoxfield@paltech.com.au

Thomastown

2/28 Keon Parade
Thomastown, VIC 3074
P: 03 9462 4444
E: thomastown@paltech.com.au

Pakenham

28 Link Road
Pakenham, VIC 3810
P: 03 5942 6799
E: pakenham@paltech.com.au

Truganina

6 Archer Road
Truganina, VIC 3555
P: 03 8375 3799
E: truganina@paltech.com.au

Bendigo

38 Abel Street, Golden Square
Bendigo, VIC 3555
P: 03 5443 3334
E: bendigo@paltech.com.au

ACCOUNTS (ADA & PALTECH)

PO Box 247
Lonsdale DC, SA 5160
P: 08 8307 2310
E: accounts@airdiffusion.com.au



AIR DIFFUSION AUSTRALIA

Lonsdale, SA	08 8307 2300
Salisbury, SA	08 8182 0777
Welland, SA	08 8116 3600
Acacia, QLD	07 3714 8900
Eagle Farm, QLD	07 3000 7979
Winnellie, NT	08 8984 6800

PALTECH

Knoxfield, VIC	03 9212 7777
Thomastown, VIC	03 9462 4444
Pakenham, VIC	03 5942 6799
Truganina, VIC	03 8375 3799
Bendigo, VIC	03 5443 3334



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