

## Auto Masters Warranty

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). 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 replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In addition to the rights and remedies to which you may be entitled under the ACL, we provide an extended warranty in relation to Tune and Services, Mechanical Work and in respect of Brakes ("the Extended Warranty"). Under the Extended Warranty you will be entitled to the following benefits.

- (1) Auto Masters ("the Supplier") agrees that it will replace any part supplied and fitted by the Supplier which has failed and/or readjust those components noted as being defective at any time during the warranty period supply, without charge to the owner. This Extended Warranty comes into effect when the part is supplied or the work performed and remains effective:
  - (a) In respect of Tune and Services and Mechanical Work - For a period of 6 months from the date that the part was supplied or the work performed or until the vehicle has driven a distance of 10,000kms whichever comes first; or
  - (b) In respect of Brakes - For a period of 12 months from the date that the part was supplied or the work performed or until the vehicle has driven a distance of 24,000kms whichever comes first. ("the Period of Cover")
- (2) In order to claim the Extended Warranty, you must, during the Period of Cover:
  - (a) Provide us with a copy of the Invoice relevant to the work performed by the Supplier;
  - (b) Deliver the vehicle to the Supplier's business that performed the work during normal business hours; and
  - (c) Satisfy the Supplier that defect is covered by the Extended Warranty.
- (3) This Extended Warranty shall not apply to:
  - (a) Repair or replacement required as a result of accident, misuse, lack of maintenance in accordance with the manufacturer's recommendations, repairs improperly performed or replacements improperly installed by any person other than the Supplier, failure to carry out repairs recommended by the Supplier, failure to use or operate the Vehicle in accordance with the manufacturer's recommendations,

or damage from environmental conditions such as airborne fallout, salt, hail, windstorm, lightning, flood and the like;

- (b) Failure to return the Vehicle to the Supplier for servicing every six months or 10,000kms, whichever comes first, for inspection and maintenance of repairs;
  - (c) Deterioration due to fair wear and tear.
- (4) Upon being notified of your claim under the Extended Warranty, you will be notified within no more than 5 business days, whether the claim has been accepted.
- (5) Costs not covered by the Supplier under this Extended Warranty include:
- (a) all costs associated with claiming the warranty including, but not limited to delivery and travelling costs;
  - (b) any consequential, indirect or incidental damages, loss, cost or expense resulting from the failure of a part or for any service not expressly provided herein;
  - (c) labour costs associated with installing a part in the Vehicle, unless it was originally installed by Auto Masters.
  - (d) any other cost incurred where the cause of the failure is not covered by the Extended Warranty or cannot be identified or there is no evidence that the cause of the failure of the Part is covered by the Extended Warranty.

### 100% Money Back Guarantee

Alternatively, to the Extended Warranty, if a part and/or service performed by the Supplier is defective, you may elect to accept the return of the money paid for that defective part and/or service subject to the following conditions:

- (a) the Money Back Guarantee only applies to the specific part or the specific service performed by the Supplier that is found to be defective.
- (b) the alleged defect must be brought to the attention of the Supplier during the Period of Cover referred to in the Extended Warranty paragraph (1) above.
- (c) in order to claim the Money Back Guarantee you must satisfy the Supplier that the part or service supplied is defective and return the defective part to the Supplier.
- (d) the Money Back Guarantee does not apply to the matters referred to in the Extended Warranty paragraph (3) above.

## General Terms and Conditions

### 1. Provision of Work & Supply of Materials

- 1.1 If, during the performance of its duties under this Agreement, the Supplier discovers problems which were not found at the first instance, and which problems require additional work or materials:
  - (a) the Supplier shall notify the Customer of the additional work and materials that are needed; and
  - (b) the Customer may elect to have the additional work and materials supplied or to cancel this Agreement,

PROVIDED THAT the Customer shall pay for Work and materials already supplied as at the date of notification.

- 1.2 Materials presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.
- 1.3 The repair of your Vehicle may result in the loss of any user-generated data. Please ensure that you have made a copy of any data saved in relation to your Vehicle or its parts.

### 2. Price

- 2.1 The Customer agrees to pay the price specified overleaf on or before collection of the Vehicle from the Supplier unless the Supplier has provided the Customer with a credit facility.
- 2.2 If no price is specified in respect of the supply of Work and Materials, the Customer shall pay the Supplier in accordance with the Supplier's prevailing costs, rates and charges applicable at the date of this Agreement.
- 2.3 Work performed includes time spent consulting with the Customer, telephone calls, meeting and preparation time, time for travel and any other time attributable to the supply of Work or Materials.
- 2.4 If, at the date this Agreement is executed by the Supplier, Materials are not in stock, then the quoted price of such Materials is subject to increase in proportion to any increase in the price payable by the Supplier to its Materials supplier.

### 3. Payment

- 3.1 If payment is made by cheque, the cheque shall be collateral only and shall not discharge the Customer's obligation to pay under this Agreement until the cheque has been cleared by the drawer's bank. If the Customer's cheque is dishonoured or if money owing pursuant to this Agreement remains unpaid, the Supplier may refuse to provide further Work or Materials until full payment is made.
- 3.2 The Customer shall pay interest on the overdue amounts at the rate of 15% per annum and an administrative fee of \$10.00 for each letter from the Supplier seeking payment of an overdue account.

### 4. Retention of Ownership by Supplier

- 4.1 Ownership of the Materials does not vest in the Customer until the Customer has performed all its obligations under this Agreement.
- 4.2 In the event that the Customer obtains possession of the Materials before ownership passes to the Customer, the Customer shall hold those Materials as bailee for the Supplier and shall surrender the Materials to the Supplier on demand. If the Customer fails to do so, the Customer authorises the Supplier to enter the premises where the Materials may be found, and retake possession, if necessary

by removing Materials from the Vehicle. The Supplier shall not be responsible to the Customer for any damage reasonably incurred by the Supplier removing Materials from the Vehicle.

### 5. Lien Over Vehicle/Materials

- 5.1 The Customer acknowledges that the Supplier may exercise a lien over the Materials and/or the Vehicle at the Supplier's discretion until all monies due and payable by the Customer to the Supplier are paid.
- 5.2 The lien extends to all monies owing by the Customer to the Supplier including monies that fall due for payment in the future and shall not be extinguished if the Customer temporarily retakes possession of the Materials and/or the Vehicle.

### 6. Collection & Storage Fees

- 6.1 The Estimated Date for Collection specified is to serve as a guideline only and the Supplier has not agreed to perform the Work by that date. Subject to the provisions of the ACL, failure to make ready for collection by the Estimated Date for Collection shall not make the Supplier liable for any loss or damage, including any consequential loss or damage, suffered by the Customer as a result of such delay.
- 6.2 The Customer shall collect the Materials and/or the Vehicle within seven (7) days of notification that the Materials and/or the Vehicle are ready for collection.
- 6.3 The Supplier may charge storage fees specified (the default fee is \$30.00/day) if the Customer fails to take delivery within seven (7) days of notification by the Supplier that the Materials and/or the Vehicle are ready for collection. The Supplier may transfer the Vehicle or Materials into storage provided that prior to doing so, the Supplier shall give notice to the Customer of the storage arrangements. The Customer hereby agrees to pay all costs incurred in storage and transport to and from such storage.

### 7. Disposal of Uncollected Goods

- 7.1 Subject to any legislation that may not be contracted out of, if the Customer fails to collect the Materials or the Vehicle within thirty (30) days of receiving notice that either is ready for collection, the Supplier may sell the Materials or the Vehicle and apply the proceeds of the sale in satisfaction of any outstanding money owed to the Supplier by the Customer without the need to advise the Customer. All monies still outstanding after the sale are still payable by the Customer.
- 7.2 The Supplier shall make reasonable efforts to sell the Materials and/or the Vehicle for its market value. Any monies in excess of the outstanding debt shall be held in trust for the Customer.

### 8. Limitation of Liability

- 8.1 Except as expressly stated herein, or as contained in any other express warranty, and to the greatest extent permitted by the ACL, there is no implication of any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the work performed or the materials supplied by the Supplier.
- 8.2 To the greatest extent that it is permissible by the ACL, any liability of the Supplier in relation to a failure to comply with a guarantee in the ACL or any other breach of this agreement is limited to:

- (a) re-provision of the Work and/or supply of replacement or equivalent Materials; or
  - (b) repair of the Materials; or
  - (c) payment of the cost of re-provision of the Work and/or supply of replacement or equivalent Materials; or
  - (d) payment of the cost to have the Materials repaired.
- 8.3 Subject to the law, the Supplier shall not be liable for any consequential damage that may result from a breach of this contract by the Supplier.

### 9. Enforcement Expenses

- 9.1 The Customer shall reimburse the Supplier for all costs incurred by the Supplier in connection with the recovery of overdue accounts including legal fees on a solicitor and client basis and debt collection costs.
- 9.2 In addition to the Supplier's rights in clause 9.1, the Supplier may sue for any loss of profits and consequential damage it suffers as a result of the Customer's breach of this Agreement.

### 10. Miscellaneous Provisions

- 10.1 The Special Terms overleaf override all other terms of this agreement.
- 10.2 Any notice required to be served on a party may be served personally or sent by letter addressed to that party at the party's address specified herein.
- 10.3 If any part of this Agreement is or becomes void and unenforceable then that part shall be severed from this Agreement and the remainder shall not be affected.
- 10.4 If the Customer comprises more than one person, each person shall be jointly and severally liable under this Agreement.
- 10.5 The Customer authorises the Supplier, its employees and agents to make enquiries to investigate the credit worthiness of the Customer from time to time including the making of enquiries of persons nominated as trade referees, the bankers of the Customer or any other credit providers and the Customer hereby authorises those persons to disclose to the Supplier such information concerning the Customer which is within their possession and which is requested by the Supplier. The Customer accepts the Supplier's Privacy Policy which can be viewed on the Supplier's website.
- 10.6 If the Supplier's performance of any obligations is prevented or affected by reason of a force majeure event including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the Supplier's reasonable control, the Supplier may give prompt notice of that cause to the Customer whereupon the Supplier is excused from performance to the extent of the prevention or effect.
- 10.7 If any provision above is or becomes void, voidable, illegal or unenforceable in its terms, then if the provision would not be void, voidable, illegal or unenforceable if some words were omitted, those words are severed and otherwise, the whole provision is severed, and the rest of these Terms and Conditions will be of full force and effect.



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