

## Auto Masters Warranty

A reference to "this Agreement" is a reference to the agreement that is struck when you leave your vehicle with us for inspection, service and/or repair or authorise us, whether in writing or orally, to undertake any further inspection, service and/or repair, and includes the terms and conditions that appear below. The terms "you" or "Customer" refer to the owner of the vehicle for whom the relevant inspection, service or repair is to be undertaken by us, and includes where relevant the person responsible for payment for the works or goods supplied by the Supplier. The terms "us", "our" or "Supplier" refer to the Auto Masters Store specified overleaf. The term "goods" includes goods, spare parts, materials and consumables (such as lubricants and additives) supplied by or through us.

### Your rights at Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). For major failures with the service, you are entitled:

- to cancel your service contract with us; and
  - to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

### Your Assistance

You agree to provide us with any reasonable assistance we may require to make a claim against our supplier for any failure in any parts or goods supplied by or through us.

### Our "Extended Warranty" or 100% Money Back Guarantee

In addition to the rights and remedies to which you may be entitled under the ACL, in relation to Tune and Services, Mechanical Work, or Brakes only, we provide either an extended warranty ("the Extended Warranty") or a 100% Bank Guarantee in relation to those items. You can choose one or the other.

Under the "Extended Warranty" you will be entitled to the following.

- (1) 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 relevant Period of Cover (as defined below), without charge to you. 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, (as relevant, "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 during normal business hours or to such other Auto Masters store as may be specified by Auto Masters Head Office; and
  - (c) satisfy the Supplier that defect is covered by the Extended Warranty.

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- (3) The Extended Warranty does not apply:
  - (a) to repair or replacement required as a result of accident, misuse, lack of maintenance in accordance with the Supplier's or manufacturer's recommendations, repairs improperly performed or replacements improperly installed by any person other than the Supplier, failure to carry out additional or other repairs recommended by the Supplier, failure to use or operate the vehicle in accordance with the Supplier's or manufacturer's recommendations, or damage from environmental conditions such as airborne fallout, salt, hail, windstorm, lightning, flood and the like;
  - (b) where you have failed to return the vehicle to the Supplier or another Auto Masters Store for servicing every six months or 10,000kms, whichever comes first, for inspection and maintenance of repairs; or
  - (c) to 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 and if not, the reasons it has not been accepted.
- (5) The following costs and losses are not covered by the Supplier under the Extended Warranty:
  - (a) all costs associated with claiming under the Extended 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 above;
  - (c) labour costs associated with installing a part in the vehicle, unless it was originally installed by an Auto Masters Store; or
  - (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 or the provision of the service is covered by the Extended Warranty.

### 100% Money Back Guarantee

As an alternative to making a claim under the Extended Warranty, if a part and/or service in relation to Tune and Services, Mechanical Work or Brakes is performed by the Supplier and is defective or fails, you may elect to accept the return of the money paid for that defective part and/or service (the "Money Back Guarantee") 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 or fails;
- (b) the alleged defect or failure must be brought to the attention of the Supplier during the Period of Cover referred to in the Extended Warranty paragraph (1) above;
- (c) you must satisfy the Supplier that the part or service supplied is defective or has failed, and at the Supplier's request you must (at your cost) either deliver the vehicle to the Supplier for inspection and/or return the defective part to the Supplier.

The Money Back Guarantee is not available and is otherwise subject to the same restrictions as noted in paragraphs (3), (4) and (5) above as they relate to the Extended Warranty.

## 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 goods:

- (a) the Supplier shall notify the Customer of the additional work and goods that are needed; and
- (b) the Customer may elect to have the additional work and goods supplied or to cancel this Agreement,

PROVIDED THAT the Customer shall pay for any work and goods already supplied as at the date of notification of cancellation.

1.2 Goods 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 or settings (such as radio settings). Please ensure that you have made a copy of any data saved in relation to your vehicle or its parts or any of your relevant settings.

1.4 Goods removed from the vehicle and replaced by new or refurbished goods may be disposed of by the Supplier and need not be retained by the Supplier or returned to the Customer unless the Customer has expressly requested their return.

### 2. Price

2.1 The Customer agrees to pay the price specified overleaf or otherwise notified prior to or during the currency of this Agreement (as modified by agreement between the parties from time to time) 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/or goods, the Customer shall pay the Supplier in accordance with the Supplier's prevailing costs, rates and charges applicable at the date of this Agreement (as published or notified by the Supplier to the Customer). For example, an hourly rate for mechanical services may be specified, and used to calculate the costs of the work undertaken.

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 the supply or sourcing of goods.

If, at the time of provision of any estimate or quote in relation to the works, goods are not in stock, then the quoted price of such goods is subject to increase in proportion to any increase in the price payable by the Supplier to its supplier of those goods. The Supplier will give the Customer prior notice of the proposed increase (if any) by telephone or message, and the Customer can either agree to have the goods fitted/used or to terminate the service/repair.

### 6. Payment

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 goods until full payment is made. 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

Ownership of the goods does not vest in the Customer until the Customer has performed all its obligations under this Agreement.

In the event that the Customer obtains possession of the goods before ownership passes to the Customer, the Customer shall hold those goods as bailee for the Supplier and shall surrender the goods to the Supplier on demand. If the Customer fails to do so, the Customer authorises the Supplier to enter the premises where the goods may be found, and retake possession, if necessary by removing goods from the vehicle. The Supplier shall not be responsible to the Customer for any damage reasonably incurred by the Supplier removing goods from the vehicle.

### 5. Lien Over Vehicle/Goods

The Customer acknowledges that the Supplier may exercise a lien over the goods and/or the vehicle at the Supplier's discretion until all monies due and payable by the Customer to the Supplier are paid.

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 goods and/or the vehicle. For example, this clause may allow the vehicle to be held by the Supplier where the Customer owes the Supplier money for repairs or servicing undertaken to another vehicle on behalf of that Customer.

### Collection & Storage Fees

Any "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.

The Customer shall collect the goods and/or the vehicle within seven (7) days of notification that the goods and/or the vehicle are ready for collection.

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 goods and/or the vehicle are ready for collection. The Supplier may transfer the vehicle or goods 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 reasonable and proper costs incurred in storage and transport to and from such storage.

### Disposal of Uncollected Goods

Subject to any legislation that may not be contracted out of, if the Customer fails to collect the goods or the vehicle within thirty (30) days of receiving notice that either is ready for collection, the Supplier may sell the goods or the vehicle and apply the proceeds of the sale in satisfaction of any outstanding money owed to the Supplier by the Customer (whether under this Agreement or otherwise) without the need to advise the Customer. All monies still outstanding after the sale are still payable by the Customer.

The Supplier shall make reasonable efforts to sell the goods and/or the vehicle for its market value. Any monies in excess of the outstanding debt shall be held in trust for the Customer.

### Limitation of Liability

Nothing in this clause 8 limits the Customer's rights under the consumer guarantees under the ACL or under the Extended Warranty or 100% Money Back Guarantee specified above.

Except as expressly stated in this Agreement, 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 goods supplied by the Supplier.

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 consumer 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 goods; or
- (b) repair of the goods; or
- (c) payment of the cost of re-provision of the work and/or supply of replacement or equivalent goods; or
- (d) payment of the cost to have the goods repaired.

### Miscellaneous Provisions

The Special Terms (if any) specified overleaf or otherwise agreed in writing between the parties override all other terms of this Agreement.

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 in this Agreement or sent to any email address notified for this purpose.

If the Customer comprises more than one person, each person shall be jointly and severally liable under this Agreement.

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.

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, pandemic, government restrictions, 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.

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.