

## **Terms and Conditions of Motor Vehicle Repair agreement**

1. These terms and conditions are part of the contract (“agreement”) between MotorMeister Australia PTY LTD (ABN 73644540152 ) ( in this agreement “we” or “us” ) and the customer ( in this agreement “you” or “Owner”) that is formed when you agree to us to a service or repair that we will perform to you.
2. All our prices and estimates include GST unless stated otherwise. An estimate or price is only binding on us once the service/ repair agreement has been signed. The scope and pricing of the service/repair authorization may change as a result of updated instructions from you.
3. MotorMeister will carry out the repairs and work (the work) described on page 1 of this Agreement in respect of the motor vehicle. MotorMeister will supply and fit all necessary parts and materials.
4. The Owner will pay MotorMeister the charges due in respect of the work and the parts and materials supplied by MotorMeister under this Agreement. Unless otherwise agreed by MotorMeister in writing. The Owner will pay the full amount due on the earlier of the completion of the work or collection of the motor vehicle.
5. MotorMeister is entitled to increase the charges payable by the Owner for any product or service provided under this Agreement to include any goods and service tax payable by MotorMeister in respect of the supply of that product or service.
6. The Owner warrants that it is entitled to grant a lien, and hereby grants a lien over the motor vehicle (including all equipment accessories and contents) to secure the due payment of all charges arising under this Agreement, including storage, interest charges and any additional charges under clause 15. MotorMeister will notify the Owner when the motor vehicle is available for collection. Actual notice will be sufficient for these purposes; notice by properly pre-paid post will be deemed to be actually given to the Owner two days after posting. If the Owner does not collect the motor vehicle within two days ( excluding days on which MotorMeister is not open for business ) of MotorMeister given to the Owner, the Owner will pay MotorMeister a storage charge of \$25.00 per day ( or part thereof).

7. The Owner IS personally liable for all amounts payable under this Agreement, regardless of any insurance or other contractual arrangement it may have.
8. Unless otherwise agreed. MotorMeister will complete the work in a reasonable time. If an estimated or specific time for completion is given by MotorMeister, it will not be liable for any delay due to circumstances beyond its control.
9. The Owner authorizes MotorMeister to order on its behalf any parts or materials necessary to carry out the work. Unless otherwise agreed in writing, the Owner must pay to MotorMeister the full cost of obtaining any such parts and materials (including any cost arising from currency fluctuations between the date the parts and materials were ordered and paid for).
10. The servants or agents of us may test drive or carry out tests of the motor vehicle at MotorMeister's discretion and may, if requested by the Owner, collect or re-deliver it where nominated by the Owner and we will not be liable to the Owner for any damage which occurs to or IS caused by the motor vehicle during such driving or testing, unless it arises from the negligence of us or its servants or agents.
11. We will not without the Owner's prior authorization, carry out any work or supply any materials which are not included or referred to in the work. However, the Owner may in writing, orally or by an agent authorize additional work to be performed or materials to be supplied. If additional work or materials are duly authorized, the Owner will be liable to pay for the additional work or materials the amount which is agreed at the time of authorization or, failing such agreement, a reasonable sum.
12. Subject to any Australian law implying a non-excludable obligation or right under this Agreement, MotorMeister's liability in respect of faulty workmanship or defective parts is limited to direct rectification and the replacement or repair (at MotorMeister's discretion) of defective parts free of charge. MotorMeister will not be liable in any way for losses or claims arising directly or indirectly from the performance of its obligations under this Agreement.
13. All parts claimed by the Owner to be defective must be returned at the Owner's expense in order to establish the alleged defect before any replacement or repair must be undertaken.

14. In this Agreement, where the context allows, references to a gender include the other genders, references to person include corporations and the singular includes the plural.
15. In conjunction with the above we also have a strict payment policy where all invoices have a limit of 7 days in which to be paid. If an amount owing remains unpaid for a period of 5 working days after MotorMeister provides notice of completion, MotorMeister will charge 15% of the invoice total plus \$30.00 admin fee! This is cumulative each 7 days period thereafter. All work will cease until invoices have been paid in full!
16. In the event where your overdue account is referred to a collection agency/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including commission on collection of the additional costs and also including legal demand costs.
17. The Owner acknowledges that it has read and understood MotorMeister's sign in store which states: "The Disposal of Uncollected Goods Act 1967 covers inspection, custody, storage, repair and other treatment of goods." Under this Act, uncollected goods may be sold six months after the date on which they were ready for collection.
18. There is NO negotiation of this Agreement.