

STANDARD TERMS AND CONDITIONS FOR THE CARRYING OUT OF REPAIR / SERVICE / MAINTENANCE OR REPLACEMENT WORK

These terms and conditions will only apply to the servicing, repairs, replacement, refurbishment or any related activities (the “Work”) that will be carried out on any vehicle(s) or parts, accessories or other items (collectively referred to as the “Goods”).

<p>1. General</p> <p>1.1. I have been advised to <u>remove all items of value from the vehicle</u> which are not required in order to carry out the Work when leaving the vehicle on the Authorised Service Repairer (ASR)’s premises. <u>The ASR does not accept liability for any loss or damage to any items left in the vehicle.</u></p> <p>1.2. <u>The ASR will take all reasonable steps to take care of my vehicle or goods whilst in its possession, however I will have to pay for any loss or damage due to circumstances outside of the ASR’s control. The risk of damage or loss of the goods will remain my risk at all times and the ASR will only be held responsible for any loss, directly or indirectly attributable to its gross negligence.</u></p> <p>1.3. I acknowledge that you have no obligation to provide me with a courtesy vehicle. However, if you agree to do so as a gesture of goodwill, the provision and use of the courtesy vehicle will be subject to the availability of vehicles and on the terms and conditions as you determine.</p>
<p>2. Authorisation of Repair Costs</p> <p>2.1. I warrant that the person affixing his/her signature to this document is duly authorised to approve any Work and I shall be bound thereto.</p> <p>2.2. I understand and agree that I am liable for any and all costs not paid by a warranty, motor / maintenance or service plan.</p> <p>2.3. If the Work to be carried out is covered by a warranty, maintenance or service plan of the manufacturer of the vehicle, or any third party, the ASR will obtain the approval of the manufacturer or relevant party if necessary, before it starts any Work. If either the manufacturer or the relevant party refuses to pay for the required Work or parts, or if I am responsible to pay a portion of the costs, then the ASR will only proceed with the Work once I have agreed to pay for it and have specifically authorised the ASR to proceed with the Work.</p> <p>2.4. The ASR will provide me with an estimate (including stripping, diagnosing, quoting and reassembling) pertaining to any Work which I will personally be liable to pay for, and will obtain my prior approval before carrying out such Work. <u>My approval of work to be carried out which I will be liable for may be given telephonically and/or electronically and/or digitally and may be carried out by the ASR or any agent or sub-contractor appointed by the ASR.</u></p> <p>2.5. In the event that I have authorised Work to be carried out as is contemplated in clause 2.4 above, such additional Work will be subject to all these terms and conditions and will not be deemed to constitute a new or separate contract.</p> <p>2.6. If I cancel or fail to authorise the Work, then I will be liable to pay for the labour hours that the ASR spent working on the vehicle up to the date on which I gave the ASR notice of such cancellation.</p> <p>2.7. I have been informed that the ASR does not collect, or arrange for vehicles to be collected.</p> <p>2.8. The ASR, or any of its designated employees, is entitled and authorised to drive the vehicle on public roads or elsewhere, if required to do so in connection with any inspection, or Work, or other purposes for which the vehicle are accepted by the ASR, including, but not limited to, the testing of the vehicle, determining the nature of the Work to be carried out, taking the vehicle for body repairs or taking the vehicle to any other third party service provider as referred to under paragraph 2.7 above.</p> <p>2.9. The ASR will carry out the Work as soon as is reasonably possible (bearing in mind that the ASR relies on the availability of parts and accessories). Any dates given for delivery and completion of the Work are estimates only and no exact delivery date or time has been agreed.</p> <p>2.10. I acknowledge that the costs of the Work done by the ASR or its agent or sub-contractors or parts supplied by such entities may increase and I agree to pay the costs of such Work or parts, subject to my receiving notice and approving such increases before work commences.</p> <p>2.11. In addition to any storage costs, I confirm and acknowledge that the ASR is entitled to dispose of my vehicle in any manner that the ASR deems fit (with or without a Court Order) for the purposes of recovering any amount due to</p>

<p>yourself for which I am liable and accordingly indemnify you for any claims of whatsoever nature that maybe brought against you now or in the future by my successors in title, or beneficiaries or any other third party.</p>
<p>3. Payment Terms</p> <p>3.1. I understand that my Vehicle will only be released to me or my authorised representative once I have paid my account in full.</p> <p>3.2. The Work is completed for the purposes of these terms and conditions when I have received notice from the ASR that my vehicle is ready for collection.</p> <p>3.3. I understand that the ASR may require a deposit before commencing the Work.</p> <p>3.4. If the ASR informs me that the vehicle is ready for collection and I don’t collect the vehicle within 3 (three) business days of being notified, the ASR may charge me storage fees calculated from the notification date until the date of collection at a rate of R250-00 (two hundred and fifty rand) per day.</p> <p>3.5. In addition to the storage costs, I confirm and acknowledge that ASR is entitled to dispose of my vehicle in any manner that ASR deems fit (with or without a Court Order) for the purposes of recovering any amount due to the ASR for which I am liable and accordingly indemnify the ASR against any claims of whatsoever nature that maybe brought against ASR now or in the future by myself or my successors in title, or beneficiaries or any other third party.</p>
<p>4. Warranties</p> <p>4.1. I have been informed that the ASR only uses genuine parts in carrying out the Work and warrants any new or reconditioned part installed during the Work and the labour required for the installation thereof, for a period of 3 (three) months after the date of such installation.</p> <p>4.2. Any applicable warranty will:</p> <p>4.2.1. be void if I do not strictly comply with the terms and conditions of such warranty;</p> <p>4.2.2. not apply to ordinary wear and tear and normal usage of the vehicle; and</p> <p>4.2.3. be void if the vehicle or the parts have been subjected to misuse or abuse or have been equipped with grey (i.e. parts marketed and/or distributed that has a trade-mark but have been imported without the express approval or licence of the authorised South African Distributor) or pirate (counterfeit) parts.</p>
<p>5. General Terms and Conditions</p> <p>5.1. Any change to the terms and conditions of this agreement will only be valid if it is made in writing and signed by both of us.</p> <p>5.2. No granting of any leeway or the granting of any extension of time will be a waiver of any rights under this agreement or a change in the terms of this agreement.</p> <p>5.3. If any clause in this agreement is found to be unenforceable, such clause will be separated from this agreement, and this will not affect the enforceability of the remainder of the agreement (i.e. this Agreement will be read as if the unenforceable clause never formed part of this Agreement).</p> <p>5.4. For the purpose of service of any legal documents or notices in terms of this Offer the parties choose the addresses on the face of this Offer as their <i>domicilium citandi et executandi</i> for delivery or service of any legal documents or notices. Any notice can be delivered by hand at such address or by courier to such address or email to my nominated email address, and will be regarded as having been received by the party to whom it was so addressed.</p> <p>5.5. If a party is in breach of this Agreement, the innocent party will have the right to recover all legal costs and disbursements on an attorney-and-client scale.</p> <p>5.6. The ASR will have a general right to retain the Goods and all its contents (a general right to keep the vehicle as security) for all monies owing to the ASR by me on any account whatsoever.</p> <p>5.7. Any amount indicated on any invoice issued to me by the ASR will be regarded as a liquidated amount (a fixed amount or an amount that is easily determinable) and any such amount will be regarded as correct and due, owing and payable, by me to the ASR.</p>
<p>I DECLARE THAT I HAVE READ AND THAT I UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM</p>
<p>SIGNED AT _____ ON THIS _____ _____ DAY OF _____ 20____</p>
<p>Customer _____</p>