

Definitions

"ASC" shall mean JEN Adelong Pty Ltd T/A Adelong Service Centre, its successors and assigns or any person acting on behalf of and with the authority of JEN Adelong Pty Ltd T/A Adelong Service Centre

"Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by ASC to the Client.

"Works" shall mean all Works performed by ASC for the Client, including any general advice (and where the context so permits shall include any supply of parts as hereinafter defined), as described on the invoices, quotations, work authorisations or any other forms as provided by ASC to the Client.

"Parts" shall mean all Parts supplied by ASC which are required to complete the Works

"Price" shall mean the cost of the Works as agreed between ASC and the Client

We are committed to protecting your privacy. Authorised employees within the company, will use any relevant information collected from individual customers for ASC's use only. We constantly review our systems and data to ensure your information remains secure. We will not sell, share, or rent your personal information to any third parties or use your e-mail address for unsolicited mail.

By booking your vehicle/vessel into ASC you are accepting these terms & conditions. These terms & conditions are available on our website: <u>www.adelongservicecentre.com.au</u>. Any changes that occur will be updated immediately and a notice displayed on our website.

ASC uses quality aftermarket, genuine parts and lubricants that meet or will exceed specifications of those originally fitted to your vehicle by the manufacturer. If you wish for us to use an alternate brand or product ASC will take reasonable action to source , although this may have impact on the pricing and time commitments to your service or repair.

ASC will guarantee the parts and labour it supplies in the servicing and repairs of your vehicle/vessel for either the kilometres travelled or time period (whichever occurs first) set out in the following warranty conditions table below.

On road vehicles / bikes servicing and engine maintenance6 months or 10,000kmOff road vehicles / bikes servicing and engine maintenance3 months onlyGeneral Mechanical repairs12 months or 20,000kmVessel Mechanical Repairs3 monthsVessel Servicing and engine maintenance3 monthsBrakes (on road vehicles only)12 months or 20,000kmBatteries (as per manufacturer's warranty)Range between 6 to 36 months

In the case of services which comprise of the supply of labour only, the services are warranted to be free from defects for a period of 3 months from the date of completion of the services.

This warranty will NOT apply:

- to normal wear and tear
- where goods come to the end of their natural service life
- to maintenance items such as globes, wiper blades, lubricants and fluids; or
- where the defect is a result of:
 - alteration, accident, misuse, abuse or neglect;
 - unsafe or inappropriate driving practices; or
 - where the product or services are subsequently repaired or modified by an unauthorised service agent

You are entitled to a replacement or refund for a major failure. You are also entitled to have the goods repaired or replaced if the goods and/or services fail to be of acceptable quality and the failure does not amount to a major failure.

If new or reconditioned parts are not available for your vehicle / vessel, ASC can fit second hand parts. If this is required ASC will notify you first and seek your consent before doing so.

When we fit parts that are covered by a manufacturer guarantee that extends beyond that of ASC warranty period, we will uphold this warranty period and fit any replacement parts offered by the part manufacturer at no charge.

Should any part be incorrectly fitted by ASC or any part found to be defective during the warranty period, we will replace refit or rectify the part at no additional charge.

The following ways which will void your ASC warranty are as follows:

- If you use your vehicle / vessel in a competition
- If you use your vehicle / vessel in a closed circuit or in any timed event

- If you use your vehicle / vessel in extreme conditions, when the vehicle /vessel is not suited for these conditions
- If you remove any parts fitted by ASC to your vehicle / vessel
- If any parts are damaged by misuse or accident, in particular engine backfire or malfunction
- If warranty work is undertaken elsewhere, unless fully authorised by the ASC Manager in writing in advance of any work being undertaken
- ASC will not cover customer supplied parts

If ASC or its employees test drive your vehicle / vessel, ASC will NOT be liable for any damage caused to or by the vehicle / vessel during testing unless it arises from the wilful misconduct or recklessness of ASC or its employees.

If ASC is requested by the client to diagnose any fault that requires testing and or disassemble all costings involved will be charged directly to the client irrespective of whether or not the repair goes ahead.

You must understand that some car manufacturers provide extended warranties that may not entitle ASC to service your car. It is your responsibility to ensure that work completed at ASC does not affect or void an extended manufacture warranty.

ASC can provide an estimated cost or quotation of works that can be discussed with you prior to commencement of any work on your vehicle / vessel. Quotations will remain valid for fourteen (14) days only. All our pricing include GST unless stated otherwise.

Should additional work be found necessary during the course of the service or repair that would cause the quoted price to exceed, we will contact you and explain the details, seeking your approval before proceeding.

Larger vehicles may require higher quantities of oil during servicing and ASC will charge for the amount of oil used in the service.

A detailed tax invoice will be provided at the completion of the work being carried out. You agree to pay us in full for all the services and products supplied before removing your vehicle and/or the products (as applicable) from our care, possession, control or premises, unless other prior arrangements have been made. Payment can be made via VISA & MasterCard, EFTPOS, cash and cheques.

To the extent allowed by law, in the event that you:

- 1 become bankrupt;
- 2 have an administrator, controller, liquidator, receiver or receiver and manager appointed ("external administrator"); or
- 3 any steps are taken, or proceedings commenced, to make you bankrupt or have an external administrator appointed,

Then this agreement will terminate with immediate effect and any outstanding monies will become due and payable immediately.