

Pre Purchase Inspection Terms and Conditions

By booking a vehicle inspection with Nation Mobile Mechanics, you agree to the following Pre Purchase Inspections Terms and Conditions regarding the Nation Mobile Mechanics service:

1. Fees, Cancellation and Exclusions:

- a. In consideration of Nation Mobile Mechanics providing you with vehicle inspection services, including the provision to you of an inspection report (**Report**), you agree to pay the applicable fees upon booking or up front, prior to work commencing.
- b. Fees may be varied by Nation Mobile Mechanics from time to time by posting the revised fees and charges where the service is made available for purchase by you.
- c. Nation Mobile Mechanics requests that you use your best endeavours to provide not less than twenty-four hours' notice if you intend to cancel an inspection booking.
- d. Nation Mobile Mechanics reserves the right not to undertake a vehicle inspection for any type of vehicle or other item, in which case you will be entitled to a full refund.

2. Inspection Process:

Following completion of payment for an inspection service, Nation Mobile Mechanics will contact the owner of the vehicle to arrange a time to conduct the inspection and confirm the location of the vehicle.

3. Pre-Purchase Inspection Report:

The inspection of any vehicle undertaken by Nation Mobile Mechanics is VISUAL and non-mechanical only and Nation Mobile Mechanics will not be responsible for any defects that are later discovered which were not visually apparent during the inspection. The inspection will cover the vehicle's exterior, interior, engine compartment, tyres and wheels, brakes, under body and a road test where possible. The inspection will specifically not cover the items set out below:

- a. Evidence of brake fluid contamination/hydraulic fluid
- b. Meters indicating oil and fuel consumption or the degree of oil and fuel consumption
- c. Reason for oil leaks
- d. Oil pump strainer to assess sludge build up
- e. Body water leaks or reason for leaks
- f. Odometer and camshaft belt, drive belt and timing belt;
- g. Estimated expiry of exhaust system, clutch, dual mass flywheels
- h. Standard to which repairs or service history have been completed
- i. Functionality of audio-visual or entertainment system including CD, Cassette, TV, DVD, iPod connectivity, sensors, alarm/security devices, satellite navigation systems/GPS
- j. Degree of gas emissions
- k. Catalytic converters
- l. Additional accessories included as a result of owner's modifications
- m. Automatic switching of wipers and lights (due to weather or light conditions)
- n. LPG systems
- o. conditioning efficiency
- p. Status of habitation areas of motorhomes or caravans
- q. Vehicle's computer systems, such as trip meter computers, cruise control and any other computer systems

Some removal of parts or components is undertaken during the inspection process. You acknowledge that while Nation Mobile Mechanics use accepted methods for fault detection, these methods will not necessarily identify all faults with a vehicle. You should consider the age and condition of the vehicle at the time of inspection and any Report should be reviewed in this context. Vehicles are only road tested to speed limit of local area.

The Report provided by Nation Mobile Mechanics to you is only current as at the time it is issued. It is your responsibility (as a buyer) to conduct a visual inspection of the vehicle at the point of sale as Nation Mobile Mechanics can only advise on the condition of the vehicle at the time of inspection. The report is not a roadworthy certificate and cannot be used as a roadworthy certificate – you should contact the road transport authority in your state or territory for road worthy certificate requirements.

Where a road test is part of any inspection, you must ensure that the vehicle has sufficient petrol to undertake the test. Nation Mobile Mechanics will not undertake a road test on any vehicle which appears, as determined by the inspector, not to be in a roadworthy condition or if the vehicle is not registered in the relevant state.

You should consider the age and condition of the vehicle at the time of inspection and any Report should be reviewed in this context. Subject to all applicable laws, Nation Mobile Mechanics does not provide any warranty regarding the nature, reliability, accuracy or completeness of any information contained in the Report or the fitness of the information contained in the Report for any purpose intended.

Nation Mobile Mechanics does not check for any manufacturer recall notices and you should check that the vehicle is not subject to a recall notice.

Notwithstanding the result of any inspection, Nation Mobile Mechanics does not guarantee that the vehicle inspected would pass a road authority inspection.

4. Finance

Nation Mobile Mechanics will only verify the existence of a vehicle or item and any other verification items set out in the report. The inspection is based on the VIN or other serial number provided by the person booking the inspection and Nation Mobile Mechanics relies on the accuracy of these details and will not be responsible or liable to any person in the event this information is inaccurate.

It is the responsibility of the buyer or any other person requesting the inspection to check with the PPSR for any financial interest owing on the vehicle or item and for any write off or stolen vehicle or item history before purchasing the vehicle or item. The purchaser or any other person requesting the inspection must take responsibility for the authenticity of the vehicle or item as described by the person booking the inspection. VIN and serial numbers are recorded by our inspectors however authenticity cannot be guaranteed. This type of inspection does not involve any investigation of the condition of the vehicle or item at all and Nation Mobile Mechanics makes no representation or warranty regarding the condition of the vehicle or item and buyers should conduct a full mechanical inspection and other investigations in relation to the vehicle or item before entering into any agreement to purchase a vehicle or item.

The results of the inspection are valid only at the time of the inspection and it is the responsibility of the buyer to conduct an inspection of the vehicle or item at the time of completing the purchase of any item.

5. Your Responsibilities:

- a. The inspection will be undertaken at the location notified by you (or the relevant vehicle seller) to Nation Mobile Mechanics. It is your responsibility to arrange for your vehicle to be at the inspection location at the time of the booking or to procure that the vehicle seller makes available his or her vehicle at the inspection location at the time of the booking.
- b. The Report is prepared is provided by Nation Mobile Mechanics for the person named on the report and you must not provide the Report to any third party, except with Nation Mobile Mechanic's prior written consent.
- c. If the Inspection undertaken by Nation Mobile Mechanics is a pre-purchase inspection, the purchaser is responsible for undertaking searches of public records in relation to the vehicle, for example to determine if the vehicle is subject to a security interest, the vehicle has been written off or the VIN or engine number of the vehicle is inauthentic or any other matter. Nation Mobile Mechanics will also not be responsible for verifying the accuracy of the vehicle mileage as indicated by the vehicle's odometer.
- d. You must provide the Nation Mobile Mechanics inspector with any material information that you have or that you are aware of in relation to the vehicle which is the subject of the inspection. For example, the vehicle's service history, if the vehicle is unregistered (and if not, the reason for it being unregistered), any major mechanical repairs undertaken on the vehicle or if the vehicle has suffered structural damage due to its involvement in a collision. Nation Mobile Mechanics relies on the complete disclosure of this information from you and the accuracy of any such information and will not be responsible if the Report is inaccurate due to any information provided by you being inaccurate.
- e. You understand that the Report is not, and should not be considered to be recommendation to purchase or not to purchase a vehicle. The decision to purchase a vehicle is your own having regard to such matters as you consider relevant having regard to your own circumstances and your own investigations and enquiries.

6. Liability

Other than as set out in this clause, and to the full extent permitted by law, all rights, remedies, conditions, guarantees and implied and express warranties in respect of any goods or services provided by Nation Mobile Mechanics are HEREBY EXCLUDED.

To the full extent permitted by the law, Nation Mobile Mechanics will only be liable to you:

pursuant to any guarantee, right or contractual term that arises, is created or is implied by operation of law and that cannot be excluded PROVIDED THAT, to the full extent permitted by law, any such liability of Nation Mobile Mechanics is limited, at Nation Mobile Mechanic's option, to

- a. replacing or repairing the relevant goods
- b. supplying goods equivalent to the relevant goods,
- c. supplying the relevant services again or
- d. paying the cost of such replacement, repairs or supply; or
- e. subject always to subclause 5(d), if your claim arises from or in connection with any deliberate breach of these terms and conditions or fraud by Nation Mobile Mechanics.

Subject to subclause 5(b), and except to the extent that liability cannot be excluded, Nation Mobile Mechanics, will not be liable to you for claims arising out of or in connection with your access and use of the Nation Mobile Mechanics Website, the Nation Mobile Mechanics Service and related services whether arising in contract, tort (including negligence), indemnity, strict liability, breach of warranty or statute.

To the full extent permitted by law, Nation Mobile Mechanics will not be liable to you for loss of use, production, profit, revenue, business, data, contractor anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage. Nation Mobile Mechanics will not be responsible for the terms of any transaction between you and any person in relation to any vehicle inspected by Nation Mobile Mechanics or for resolving any dispute between you and any person.

For the purposes of this section, the term Nation Mobile Mechanics will mean Nation Mobile Mechanics Pty Ltd, its related bodies corporate and each of their officers, employees, contractors and agents, whether individually or collectively.

These terms and conditions will survive the expiration or termination of this agreement.

7. Intellectual Property:

All Intellectual Property Rights in the Nation Mobile Mechanics services are vested in Nation Mobile Mechanics and there is no assignment of Intellectual Property Rights in any materials provided by Nation Mobile Mechanics to you as part of the provision of services to you. For the purpose of this clause, "Intellectual Property Rights" means all rights in present and future registered and unregistered copyright, trademarks, designs, patent, semi-conductor or circuit layout rights resulting from intellectual activity in the electronic, industrial, scientific, literary or artistic fields. Nation Mobile Mechanics retains all rights to the Report and the data contained in it and provides any Report subject to the terms of these terms and conditions. Nothing in this clause will operate to limit or restrict Nation Mobile Mechanic's rights in relation to the data contained in any Report for purposes other than for providing you with a Report.

8. Termination:

Either party may terminate this agreement by immediate written notice to other if the other party breaches any of these terms that is not capable of remedy or if the other party breaches any of these terms that is incapable of remedy and the other party fails to remedy such breach with 14 days written notice.

Matters outside Nation Mobile Mechanic's reasonable control: Nation Mobile Mechanics will not be liable for any delay in performing, or any failure to carry out an inspection to the extent that such delay or failure results from events or circumstances outside its reasonable control.

9. Privacy:

Nation Mobile Mechanics collects, holds and discloses your personal information (such as your name, address, email address and vehicle details) in accordance with the Nation Mobile Mechanics Privacy Policy located on our website.

10. Amendment:

Nation Mobile Mechanics may at any time modify or amend the terms and conditions upon which Nation Mobile Mechanic's services are supplied to you by providing you with 30 days' notice to you via your nominated email address or by publishing any change on the Nation Mobile Mechanics website or in any other place where the services are made available for purchase, provided that you may terminate this Agreement on 7 days' notice should any change materially impact your use of the this service.

Governing Law: This Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia and each party irrevocably submits to the exclusive jurisdiction of the courts in that state.