## **Terms and Conditions**

## *Our Nation Mobile Mechanics service provides the customer with an alternative to going to the garage.*

At Nation Mobile Mechanics our professional, experienced and qualified technicians take pride in our workmanship. That is why we offer a 3 month / 10,000 km Warranty for all parts and labour supplied and carried out by Nation Mobile Mechanics during the course of our engagement.

This warranty covers

- All parts and/or fluids supplied, installed or serviced by Nation Mobile Mechanics.
- All labour undertaken by Nation Mobile Mechanics.
- The specified vehicle for a period of 12 months or 10,000km, whichever comes first.
- Nation Mobile Mechanics must be given first chance to repair any issues identified as covered under said warranty.
- Any warranty work to be carried out is subject to approval by Nation Mobile Mechanics prior to commencement and, failure to adhere to said condition(s) will negate any
  statutory obligation attributable to Nation Mobile Mechanics in relation to this warranty.
- This warranty does not extend to, nor will Nation Mobile Mechanics be liable for, defects associated with:
- Misuse and/or wilful damage
- Normal wear and tear or when goods come to the end of their natural service life
- Neglect, alteration or accident
- Incorrect operation
- Accidental damage
- Any modifications or alterations not carried out or approved by Nation Mobile Mechanics
- No warranty is offered on customer supplied parts or 2<sup>nd</sup> hand parts
- Off road or competition use

On agreement to have Nation Mobile Mechanics undertake repair work on your vehicle the following applies:

The client understands that an express mechanic's lien is acknowledged as being held over the vehicle to secure payment of the amount incurred in the cost of the repairs thereto until such time as payment is received.

Full payment must be provided prior to return of the vehicle, unless expressly agreed to by Nation Mobile Mechanics <u>prior</u> to commencement of any work. All parts remain the property of Nation Mobile Mechanics until full payment is received. The client authorises Nation Mobile Mechanics employees to operate the specified vehicle for the purpose of testing, inspection or delivery at owner's risk.

Nation Mobile Mechanics will not be responsible for any loss or damage incurred to the vehicle or to articles left in the vehicle in the case of fire, theft, accident or any other cause beyond reasonable control.

Should payment not be received upon completion of the agreed upon services a storage fee may be charged per day (at the discretion of Nation Mobile Mechanics) until payment is made.

In the case of non-payment debt collection will be initiated and all associated costs incurred during this process – including but not limited to – interest, administration and other ancillary expenses will be on-charged to the client.

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

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

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

If any amounts outstanding have not been paid within three calendar months of us providing notice to you, and if we do not hear from you after making reasonable attempts to contact you, we may sell your vehicle and/or all goods in or attached to your vehicle in accordance with any applicable legislation relating to the disposal of uncollected goods and vehicles.

In the event that we sell your vehicle and/or goods, we will apply the proceeds in the first instance to the satisfaction of the amounts outstanding by you and costs including but not limited to the costs of arranging and exercising the right of sale.

We will not be liable to you or any third party in respect of any claim for injury, death, loss or damage to any person or property caused or arising out of the use of products sold by us, or out of any services performed by us, except to the extent that liability is imposed upon us or implied into a transaction by this agreement or by any statutory provisions that cannot be excluded by this agreement.

We have no authority to accept any goods for safe custody from you and will not be liable in any case for loss of, or damage to, any articles alleged to have been left with us by you or alleged to have been left in your vehicle, however such loss or damage was caused.

In the event that your vehicle is not registered, you agree to inform us that your vehicle is not registered and should not be test driven by us. We will not be liable to you or any third party in respect of any claim for breaches of the relevant road traffic or other authority.

You authorise us to do every act, matter and thing that we consider desirable or necessary for us to provide you with the products and/or services in respect of your vehicle, including (but not limited to):

- access to and entering the vehicle;
- working on your vehicle;
- creating a suitable work space or environment to work on your vehicle; and
- test driving your vehicle.

Appointments may be subject to rescheduling if extreme weather conditions exist on the day of your appointment. We follow the weather closely and will use every means possible to stick to our schedule. The safety of our staff is very important to us. Nobody's safety or well-being is worth risking for business. Extreme conditions include but are not limited to snow amount, extreme precipitation and outdoor temperatures.