



TERMS OF TRADE

This document sets out the terms and conditions upon which *GVH MCLAWS PTY LTD trading as JSI AUTOMOTIVE* ABN 74 974 877 224 (Supplier) will provide goods and services to you (Customer).

Additional Charge means fees or charges for additional work performed at the Customer's request or reasonably required as a result of the Customer's conduct, calculated in accordance with the Supplier then current prices and expenses incurred by the Supplier at the Customer's request or reasonably required as a result of the Customer's conduct.

Customer Supplied Goods means any parts or products sourced and supplied by a Customer which the Supplier uses in providing services to that Customer. Supplier reserves the right to refuse to fit customer supplied parts. Under Australian Consumer Law we are obligated to comply with the consumer guarantees that relate to the services being performed in fitting the part. It can be extremely difficult for us to determine whether the part is fit for purpose if the part does not come from one of our reputable suppliers.

Loss includes, but is not limited to, costs (including party to party legal costs and the Supplier's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

1. General

o These terms apply to all transactions between the Customer and Supplier relating to the provision of goods and/or services. This includes all quotations, contracts and variations. These terms take precedence over terms contained in any document of the Customer or elsewhere.

2. Quotes/Estimates

o The Supplier may provide the Customer with a verbal or written Estimate. Any Estimate issued by the Supplier is valid for 30 days from the date of issue subject to availability of and any changes to the cost of goods quoted.

o Estimates are based upon the estimated labour cost and costs of materials available at the time of preparation of the Estimate

o The scope and pricing may change as a result of updated instructions from you (Customer)

o The Supplier may amend any details in the Estimate by notice in writing, via SMS or over the telephone to the Customer. Such amended details supersede any relevant prior detail in dealings between the parties.

o An indication in the Estimate of the time frame for provisions of services is an Estimate only and is not a fixed time frame. Subject to any obligations in respect of consumer guarantees under Australian consumer law, this estimate is not binding upon the supplier.

3. Invoicing and payment

o Upon completion of the provision of the services, the Supplier will issue an invoice to the Customer for:

- an amount for the goods or services (or both) as set out in the Job Card and/or Quote and any Additional Charges, or
- where no Quote has been provided, the Supplier's usual charges for the goods or services (or both) provided.

o The payment terms will be set out in the invoice. The Supplier may accept cash, card & Afterpay

o You agree to pay us in full for all services rendered and products supplied before removing your vehicle and/or the products (as applicable) from our premises unless prior arrangement has been agreed by both parties.

o If an amount owing remains unpaid for a period of 5 days after the Supplier provides notice of completion, the Supplier may charge the Customer \$50 per day to store the Customer's vehicle until the amount has been paid in full.

o The Supplier will exercise a lien on the Customer's vehicle and may withhold the provision of any further goods or services until the Customer has paid all amounts owing by it to the Supplier.

o The Customer is to pay the Supplier on demand interest at the rate of 15% per annum on all overdue amounts owed by it to the Supplier, calculated daily.

o All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees, interest, storage charges and internal costs and expenses of the Supplier, are to be paid by the Customer as a debt due and payable under these terms.

o The Supplier may in its complete discretion apply any payment received from the Customer to any amount owing by the Customer to the Supplier.

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o The Customer acknowledges that it has read and understood the Supplier'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.

o The Customer and the Supplier agree to comply with their obligations in relation to Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST.

4. Assignment

o The Supplier has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these terms provided that the assignee agrees to assume any duties and obligations of the Supplier owed to the Customer under these terms.

5. Exclusions and limitation of liability

o The Customer acknowledges and agrees:

- that the Supplier:
 - may in its absolute discretion, refuse to fit any Customer Supplied Parts;
 - is not the supplier or manufacturer of the Customer Supplied Goods;
 - does not offer any warranty in relation to the Customer Supplied Goods;
 - takes no responsibility for any Loss as a result of the Customer Supplied Goods.
 - to indemnify the Supplier from any Loss in relation to the Customer Supplied Goods.

o Except as provided in these terms all express and implied warranties, guarantees and conditions under statute or general law as to merchantable quality, description, quality, suitability or fitness of the goods and/or services for any purpose or as to design, assembly, installation, materials or workmanship or otherwise is expressly excluded.

o Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service'.

o JSI AUTOMOTIVE warrants that if any defect in any workmanship of us becomes apparent and is reported to us within the earlier of twelve (12) months of the date of delivery or 20,000 kilometres (time being of the essence) then we will either (at our sole discretion) replace or remedy the workmanship.

o For Parts not manufactured by JSI AUTOMOTIVE, the warranty shall be the current warranty provided by the manufacturer or supplier of the Parts. JSI AUTOMOTIVE shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the parts.

o If failure occurs within this warranty period, JSI AUTOMOTIVE is to be notified immediately, so that necessary repairs may be arranged. Warranty repairs must only be executed by, or at a venue nominated by JSI AUTOMOTIVE. Removal or repair without our consent will render the warranty void.

o This warranty does not cover consequential damage, injury to person or persons, towage, accommodation or loss of income nor does it cover defects arising from accidents, misuse, overloading, negligence or participation in competitive motor sports, nor does it cover parts fitted to vehicles modified from manufacturer's specifications. Warranty is not transferable upon the sale of the vehicle. If a part is replaced during its warranty period, there are no extensions of the original warranty. The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through continued use of the vehicle after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user.

6. Abandonment

o You agree that if any payments remain outstanding and your vehicle and/or goods have not been collected within one calendar month of us providing notice to you, and we do not hear from you after making reasonable attempts to contact you, we may and will dispose of your vehicle and/or all goods in or attached to your vehicle in accordance with the applicable legislation relating to the disposal of uncollected goods and vehicles without further notice or liability to you.

7. Miscellaneous

o These terms are governed by the laws of Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria.

o These terms including any Quotes as varied represent the entire agreement between the parties.

o The Customer warrants that it has not relied on any warranty, representation or statement, whether oral or written, made by JSI AUTOMOTIVE or any of its employees or agents relating to or in connection with the subject matter of these terms except those expressly set out in these terms.

o If any provision of these terms at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect. o We have no authority to accept any goods for safe custody from you and will not be liable in any case of 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

o Unless you indicate otherwise, you hereby consent to us using your personal information for the following purposes: reminders that your vehicle may be due for a service or that your registration may be due for renewal; advising you of information which may be relevant to you including business closures. If at any time you wish to withdraw your consent to any one of all above contact purposes please let us know by phoning the workshop on (03) 58621007 or email: jsiautomotive3@gmail.com.