

# STANDARD TERMS AND CONDITIONS

ORIGINAL

JOB CARD NUMBER

## TERMS AND CONDITIONS FOR THE CARRYING OUT OF REPAIR AND/OR SERVICE AND/OR MAINTENANCE AND/OR REPLACEMENT WORK (the "WORK")

THESE ARE THE TERMS AND CONDITIONS RELATING TO YOUR RIGHTS AND OTHER MATTERS IN RESPECT OF THE WORK TO BE CARRIED OUT ON THE GOODS.

SAVE WHERE EXPRESSLY STATED OTHERWISE, THE EXPRESSION "GOODS" WHEREVER USED IN THESE TERMS AND CONDITIONS INCLUDES THE VEHICLE OR TRAILER DETAILED ON THE JOB CARD AND EACH AND EVERY COMPONENT OF THE VEHICLE AS A SEPARATE UNIT OR OTHERWISE, SUCH AS FOR EXAMPLE, ENGINE, AXLE, GEARBOX, CLUTCH, GENERATOR, STARTER, BATTERY AND EACH AND EVERY COMPONENT OF A VEHICLE.

**I ACKNOWLEDGE, CONFIRM AND AGREE THAT:**

<p>1. <u>THE CONSUMER PROTECTION ACT 68 OF 2008 ("CPA")</u> The Authorised Service Repairer is bound by the CPA</p>	<p>_____</p> <p>Customer</p> <p>_____</p> <p>Service Advisor</p>
<p>2. <u>THE RIGHT TO CHOOSE:</u></p> <p>2.1 The Authorised Service Repairer has: <b>(PLEASE TICK THE APPROPRIATE BLOCK)</b></p> <p>2.1.1 Offered to furnish me with an estimation of costs pertaining to the work to be carried out on the goods ("the estimation") and I have declined the offer to receive the estimation and have authorised the Authorised Service Repairer to carry out all the work which the Authorised Service Repairer in its reasonable opinion deems necessary;</p> <p style="text-align: center;">OR</p> <p>2.1.2 Furnished me with the estimation and I have authorised the Authorised Service Repairer to proceed with the work as set out in the estimation to the value of R_____ <b>(PLEASE COMPLETE THE AMOUNT);</b></p> <p style="text-align: center;">OR</p> <p>2.1.3 Offered to furnish me with the estimation and I have declined the offer to receive the estimation and I have authorised the Authorised Service Repairer to proceed with the necessary work to a maximum amount of R_____ <b>(PLEASE COMPLETE THE AMOUNT).</b></p> <p>2.2 In the event of additional work not authorised in terms of clause 2.1 above becoming necessary, the Authorised Service Repairer shall provide me with an estimation pertaining to such additional work and shall obtain my prior approval before carrying out the additional work.</p> <p>2.3 In the event that I have authorised additional work to be carried out as is contemplated in clause 2.2 above, such additional work shall be subject to all these terms and conditions and shall not be deemed to constitute or create a new or separate contract.</p> <p>2.4 I have the right to cancel the work at any time provided that if such cancellation takes place:</p> <p>2.4.1 At a reasonable time before the Authorised Service Repairer has commenced with the work or any portion thereof (including disassembling of the goods), then no cancellation charge will be levied;</p> <p>2.4.2 At any other time than the time contemplated in clause 2.4.1, then I will be liable to pay a cancellation charge which shall include, but shall not be limited to, the labour for the work carried out up to the time of cancellation, a reassembling fee and the cost of all parts and accessories installed in respect of the goods.</p> <p>2.5 The normal working hours of the Authorised Service Repairer, for the purposes of clause 2.6 below, are from 07:00 to 17:00 Monday to Friday (excluding public holidays).</p> <p>2.6 I have been informed that the Authorised Service Repairer does not collect, or arrange for goods to be collected,</p>	<p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;"><input type="checkbox"/></p> <p>_____</p> <p>Customer</p> <p>_____</p> <p>Service Advisor</p>

<p>and I am therefore required to deliver the goods to the premises of the Authorised Service Repairer for the work to be carried out and shall ensure that the goods are, and will remain, available to the Authorised Service Repairer during normal working hours as set out in clause 2.5.</p> <p>2.7 Any part of the work to be carried out in terms of the estimation may be carried out by the Authorised Service Repairer or any agent or sub-contractor appointed by the Authorised Service Repairer.</p> <p>2.8 I have the right, prior to taking delivery, to examine the parts, components and work for purposes of quality and description, without removing the goods from the Authorised Service Repairer's premises, or disassembling the goods in whole or in part, or taking any parts or components or having them taken apart.</p> <p>2.9 Should the goods, or any parts or components thereof, be damaged during my examination thereof as a result of my gross negligence, recklessness, malicious (deliberate) behaviour or criminal conduct:</p> <p>2.9.1 I will remain liable for payment of the authorised cost of the work as set out in clause 2.1 above; and</p> <p>2.9.2 The Authorised Service Repairer shall not be obliged to restore the goods, or any parts or components, as the case may be, to any prior condition, and</p> <p>2.9.3 <b>I WILL NOT HOLD THE AUTHORISED SERVICE REPAIRER RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY WHICH I MAY SUFFER AS A RESULT OF MY AFOREMENTIONED CONDUCT.</b></p> <p>2.10 The risk of damage or loss of the goods will remain my risk at all times and the Authorised Service Repairer will only be responsible for any loss, directly or indirectly attributable to its gross (intentional) negligence.</p> <p>2.11 The Authorised Service Repairer, or any of its designated employees, is entitled and authorised to drive the goods on the road or elsewhere, if required to do so in connection with any inspection, or work, or other purposes for which the goods are accepted by the Authorised Service Repairer, including, but not limited to, the testing of the goods, determining the nature of the work to be carried out, taking the goods for body repairs or taking the goods to any other third party Service Provider as referred to under paragraph 2.7 above.</p> <p>2.12 Any dates given for delivery and completion of the work are estimates only and no exact delivery date or time has been agreed and I acknowledge that the Authorised Service Repairer is not in a position to promise any delivery date or time.</p> <p>2.13 The Authorised Service Repairer will carry out the work as soon as is reasonably possible (bearing in mind that the Authorised Service Repairer relies on the availability of parts and accessories) and no exact delivery date and time has been agreed, and the Authorised Service Repairer cannot warrant any delivery dates or times.</p> <p>2.14 I acknowledge, accept and agree that the costs of the work done by the Authorised Service Repairer and/or its agent and/or sub-contractor as referred to in paragraph 2.7 above and/or parts supplied by such entities will be done and/or supplied at the prevailing standard rates and charges of the Authorised Service Repairer at the time of the work so being done and/or parts so supplied.</p>	
<p>3 <u>RIGHT TO EQUALITY IN THE CONSUMER MARKET</u></p> <p>3.1 I am satisfied that the Authorised Service Repairer did not unfairly discriminate against me on any grounds whatsoever, nor did the Authorised Service provider unfairly treat me in a manner that is different from the manner in which any other customer is treated in respect of the carrying out of the work or anything related thereto.</p> <p>3.2 I have the legal capacity (i.e. the legal right) and authority to enter into this agreement.</p>	<p>Customer</p> <p>Service Advisor</p>
<p>4 <u>RIGHT TO PRIVACY</u></p> <p>4.1 I may:</p> <p>4.1.1 Refuse to accept,</p> <p>4.1.2 Inform the Authorised Service Repairer in writing to discontinue or</p> <p>4.1.3 Register a pre-emptive block with the Administrator of the Registry for Direct Marketing against any direct marketing communication from the Authorised Service Repairer.</p> <p>4.2 I have been informed that I can obtain any information regarding the Registry for Direct Marketing from the National Consumer Commission (DTI Callshare number: 0861 843 384).</p> <p>4.3 The Authorised Service Repairer will not disclose any of my personal information other than for the purposes set out in this agreement, unless required by a court of law or under any applicable legislation.</p>	<p>Customer</p> <p>Service Advisor</p>
<p>5 <u>RIGHT TO DISCLOSURE AND INFORMATION</u></p> <p>5.1 The authorised costs of the work shall be paid by me:</p> <p>5.1.1 Free of exchange and any other charges at such address in the Republic of South Africa as the Authorised Service Repairer may determine, and</p> <p>5.1.2 In South African currency; and</p> <p>5.1.3 Without any deduction or right to set off; and</p> <p>5.1.4 By credit/debit card or cash; and</p>	<p>Customer</p> <p>Service Advisor</p>

<p>5.1.5 On completion of the work.</p> <p>5.2 The work is completed for the purposes of these terms and conditions when I have received notice from the Authorised Service Repairer that my vehicle is ready for collection.</p> <p>5.3 Although payment for the work is only due on completion of the work, the Authorised Service Repairer may within its own discretion demand a deposit before commencing the work or, in the course of carrying out any work.</p> <p>5.4 All amounts payable relating to any work done, or parts or components supplied, in relation to the goods, as ordered by any employee in my employ, or by any person who is reasonably believed to be acting as my agent, or any person to whom the Authorised Service Repairer is entitled to make delivery of the goods on my behalf, shall be paid by me.</p> <p>5.5 If the Authorised Service Repairer informs me that the goods are ready for collection and I don't collect the goods from the premises of the Authorised Service Repairer within 3 (three) business days of being so informed, then the Authorised Service Repairer will be entitled to recover storage fees from me calculated at the industry prevailing rate calculated from the date on which I was informed to collect the goods, until the date on which I actually collect the goods (both days included).</p>	
<p>6 <u>RIGHT TO FAIR AND RESPONSIBLE MARKETING</u></p> <p>6.1 I have not been approached by the Authorised Service Repairer or any of its employees either personally, by way of electronic communication (including fax, telephone, sms or email) or by mail or any other manner for the direct or indirect purpose of enticing me to enter into this agreement.</p>	<p>Customer</p> <hr/> <p>Service Advisor</p>
<p>7 <u>RIGHT TO FAIR AND HONEST DEALING</u></p> <p>7.1 I have had a proper opportunity to consider the implications of this agreement (including the estimate referred to in clause 2.1 above) and I enter into this agreement out of my own free will and without any undue influence by the Authorised Service Repairer or any of its employees.</p>	<p>Customer</p> <hr/> <p>Service Advisor</p>
<p>8 <u>RIGHT TO FAIR, JUST AND REASONABLE TERMS AND CONDITIONS</u></p> <p>8.1 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>8.2 No granting of any leeway or the granting of any extension of time shall be a waiver of any rights under this agreement and will not create a novation of this agreement (a new agreement).</p> <p>8.3 This agreement shall be interpreted and determined according to the laws of the Republic of South Africa.</p> <p>8.4 If any clause in this agreement is found to be unenforceable, such clause shall be separated from this agreement, which separation shall 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>8.5 For the purpose of service of any legal documents or notices in terms of this agreement the parties choose the addresses on the face of this agreement for delivery or service of any legal documents or notices in terms hereof . Any notice to so be given can be delivered by hand at such address or may be forwarded by registered mail to such address and will be regarded as having been received by the party to whom it was addressed, seven (7) days after it had so been posted.</p> <p>8.6 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>8.7 The Authorised Service Repairer shall have a general lien on the goods and all its contents (a general right to keep the goods as security) for all monies owing to the Authorised Service Repairer by me on any account whatsoever.</p> <p>8.8 The Authorised Service Repairer shall be entitled to charge industry related storage fees during any period in which goods are retained by or on behalf of the Authorised Service Repairer by virtue of the lien in clause 8.7.</p> <p>8.9 Any amount indicated on any invoice issued to me by the Authorised Service Repairer will be regarded as a liquidated amount (a fixed amount or an amount that is easily determinable) and any such amount will be prima facie (on face value thereof) regarded as correct and due, owing and payable, by me to the Authorised Service Repairer.</p>	<p>Customer</p> <hr/> <p>Service Advisor</p>
<p>9 <u>RIGHT TO FAIR VALUE, GOOD QUALITY AND SAFETY</u></p> <p>9.1 I have been informed that the Authorised Service Repairer 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>9.2 If the goods are subject to a Manufacturer's warranty, such warranty will run concurrently with any other statutory warranty applicable to the goods;</p> <p>9.3 I have been informed that any applicable warranty will:</p> <p>9.3.1 Be void if I do not strictly comply with the terms and conditions of such warranty;</p> <p>9.3.2 Not apply to ordinary wear and tear and normal usage of the goods;</p>	<p>Customer</p> <hr/> <p>Service Advisor</p>

