

Terms and Conditions of Trade

Oztune Pty Ltd

1. Definition and Interpretation

“ACL” means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth); “Contract” means any agreement for the provision of goods or services by Us to You; “Consumer” is as defined in the ACL; “You” means the customer, the person, jointly and severally if more than one, acquiring goods or services from us; “Goods” means goods supplied by us to you; “Services” means services supplied by Us to You; “We”, “Our”, “Us” or “Oztune Pty Ltd ABN 90 087 009 112” “Terms” means these Terms and Conditions of Trade; and “Vehicle” means any equipment or vehicle or part of a vehicle provided by you for the purpose of obtaining any goods and/or services.

2. Quotes, Pricing and Payment

Any quotation provided by us to you for the proposed supply of goods and/or services is;

b) based on your specific requirements, if any, in relation to the goods and/or services.

c) a contract is accepted by us when we accept an offer from you or provide the goods and/or services to you

2.1 Prices quoted for the supply of goods and/or services include GST. Note price and availability of goods may be subject change. We will inform you of any changes if and when they occur.

2.2 We reserve the right to require payment in full upon collection of the goods and/or completion of the services.

Unless otherwise agreed to in writing, **you are personally liable to pay the full amount on completion of the work** and/or collection of the motor vehicle. Payment due is with respect to the work, parts and materials supplied by us under this Agreement regardless of any insurance or other contractual arrangement you may have, unless otherwise agreed to in writing.

3. Basis of Agreement

3.1 Any date for delivery of goods or provision of services stated by us is an estimate only.

3.2 We will carry out the repairs and work as described on our quote once approved by you and in doing so you authorise us to order on your behalf, supply and fit any parts or material necessary to carry out the work.

3.3 We will complete the work in a reasonable time, however if an estimated or specific time for completion is given by us, we will not be liable for any loss or damage suffered by you or any third party for any delay due to circumstances beyond our control.

3.4 Unless otherwise agreed in writing, you must pay to us the full cost of obtaining any such parts and materials (including any costs arising from currency fluctuations between the date the parts and materials were ordered and paid for).

3.5 We will not, without your prior authorisation, carry out any work or supply such materials which are not included or referred to in the work. However, you may in writing or via text message authorise additional work to be performed or materials to be supplied. If additional work or materials are duly authorised, you will be liable to pay for the additional work or materials at the amount which is agreed to at the time of authorisation.

3.6 We will notify you when the motor vehicle is available for collection either via a notice sent by email, text message or verbally by phone.

4. Storage Charges & Vehicle Abandonment

4.1) **If you do not collect the motor vehicle within 3 business days** of us giving you notice that your vehicle is ready for collection, you will be liable for **storage charges of \$25.00 per day** until such time as all monies owing are received in full.

4.2) We retain a lien over all property of the customer in our possession including, without limitation, the customer's vehicle and/or all items of any description in or attached to the customer's vehicle, to secure payment of any or all amounts outstanding.

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4.3) You acknowledge that we have a statutory right to sell or dispose of uncollected goods (subject to providing 14 days written notice to you) pursuant to and within the meaning of *The Disposal of Uncollected Goods Act 1967*. Under this Act, uncollected goods may be sold within six (6) calendar months after the date on which they were ready for collection.

4.4) In the event that we sell the customer's property, we will apply the proceeds, in the first instance to the amounts outstanding by you to us and any costs incurred by us to sell the vehicle, with any balance of the proceeds of sale to be returned, where possible, to the customer.

5. Liability & Disclaimers

5.1) Our technicians, mechanics or apprentices may test drive or carry out tests on the motor vehicle at our discretion.

5.2) We will not be liable to you for any damage which occurs to or is caused by the motor vehicle during such driving or testing, unless it arises from the negligence of our technicians, mechanics, or apprentices.

5.3) Goods presented for repair may be replaced by reconditioned goods of the same type rather than being repaired.

5.4) During repairs, some or all of your stored data, if any, may be lost. You must ensure that any data is saved elsewhere prior to repairs.

5.5) Except to the extent of any liability under the ACL, we are not liable:

(a) To You or any third party for any failure of a statutory guarantee Under the ACL;

(b) For any indirect or consequential losses or expenses suffered by you or any third party howsoever caused.

6. Warranty

6.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to choose a replacement for any failures with goods. If a failure with the goods and/or 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.

6.2 Oztune Pty Ltd warrants that if any defect in any of our workmanship 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.

6.3 For Parts not manufactured by us, the warranty shall be the current warranty provided by the manufacturer or supplier of the Parts. We shall not be bound by nor be responsible for any terms, conditions, representation or warranty other than that which is given by the manufacturer of the parts.

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

6.5 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.