

Terms of Supply

KAAR Automotive Service & Repair
5b Waipareira Ave, Henderson, Auckland 0610
357 Rosebank Road, Avondale, Auckland 1026



I/we the customer.....

agree to the terms of supply for KAAR Automotive Service & Repair (hereafter, "the company") as indicated below and I/we understand and agree that if the supply agreement with the company is in the name of a company, (not an individual) that we will advise the company of any change of ownership or status immediately, and if the supply agreement is with an individual, then that individual is responsible for the account. I/we give permission to the company to work on the vehicle / vehicles as required.

PAYMENT TERMS

Full payment is required on job completion or in the case if agreed, I/we agree to pay our account by 20th of the following month. I/we also understand and agree to pay any interest costs at the current bank business overdraft rate plus 2% calculated daily from the date when payment was due, as well as any collection charges, legal fees, and any other costs incurred in the event of late payment. We also understand that the company reserves the right to allocate payments against individual items on invoices and not necessarily the whole of an invoice. I/we understand that we cannot off set payments against any claims or money that we may believe is owing to us by the company.

SCOPE OF WORK

The company undertakes to carry out the work required with reasonable skill and care and to carry out the work within the time frames agreed.

ADDITIONAL WORK

I/we understand and agree that the Company will carry out additional safety work as required up to the value of \$250.00; if work exceeds that figure the company will contact us.

OUR LIABILITY TO YOU

If I/we are not satisfied with any aspect of the services supplied, I/we must advise the Company within 7 days of completion. If I/we do not do so, then the Company will not have any further liability in respect of alleged defects. Further, the Company are not liable for any consequential damages or loss occasioned by any claim in respect of the services supplied. The total liability to the Company for any loss or damage in such circumstances is in any case capped at the price agreed between us for supply of services.

OUTWORK

I/we understand that there may be instances where vehicles need to be referred to a specialist repairer and I / we give permission for our vehicles to be driven to an alternative site for such purposes if necessary for a proper repair.

PPSR

These terms and conditions constitute a security agreement for the purposes of the PPSA; and a security interest is taken in all Goods supplied – being a monetary obligation of the Customer to

the company for Services – that have previously been supplied and that will be supplied in the future.

RETENTION OF TITLE

I/we agree that title in any goods that all Supplied is reserved by the Company, and goods sold remain the property of the company until receipt of full payment. The company reserves the right to register an interest on the Personal Property Security Register (PPSR) on plant materials and equipment supplied without forwarding a verification statement. I/we also understand and agree not to rehire or supply material and equipment supplied by the company, to a third party. I/we agree that in the event of a payment default or in the event of disregard for the terms of this agreement by the purchaser, then the Company are entitled (for themselves or through any agent or employee) to come on to any land, where the goods supplied or leased, are being held or used to uplift them.

DISPUTES

If I/we are not satisfied with any aspect of the services supplied, I/we must advise the Company within 7 days of completion. If I/we do not do so, then the Company will not have any further liability in respect of alleged defects. Further, the Company are not liable for any consequential damages or loss occasioned by any claim in respect of the services supplied. The total liability to the Company for any loss or damage in such circumstances is in any case capped at the price agreed between us for supply of services.

ADDITIONAL COSTS

I/we agree to pay any additional costs incurred by the Company for changes to the job or specification, hidden or unidentifiable difficulties on site, any damage or disruption out of the company's control.

COMPUTER ANALYSIS

I/we agree to pay the cost of any computer or electronic diagnostics before I get possession of the vehicle back from the garage.

HEALTH AND SAFETY

I/we understand that the company will adhere to the rules and procedures of the Health and Safety at Work Act 2015 but will not be responsible for delays caused by others who do not follow the correct work site safety policy.

FORCE MAJEURE

The Company is not liable for failure or delay in supply or delivery occasioned by strike, industrial dispute, natural disaster, shortage or unavailability of stocks, delay in transit, import restriction, fire, flood, hostilities, Covid or similar pandemics, commotions or whatever beyond the Company's reasonable control.

WARRANTY

I/we understand that for goods not manufactured by the company, the warranty shall be the current warranty provided by the

manufacturer of the Goods. I/we understand that the company 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.

No warranty shall be given in relation to second hand Goods supplied unless otherwise agreed in writing or where the Goods are covered by a transferable manufacturer's warranty. The Client acknowledges and agrees that the Client shall have purchased the Goods on an "as is where is" basis.

CANCELLATION AND SUSPENSION OF WORK

I/we agree and understand that the company reserves the right to cancel any contract or stop work if in the company's opinion there a safety or commercial risk in continuing to supply.

RISK

I/we understand the risk of damage or loss rests with us, the purchaser, and that all goods supplied must be insured by us against loss or damage and that we must inform the company if the goods supplied are damaged or at risk of damage or contamination immediately.

CONSUMER GUARANTEES ACT

I/we acknowledge that goods and services supplied for trade or business purposes are not covered by the Consumer Guarantees Act 1993.

DEFAULT AND CONSEQUENCES OF DEFAULT

In the event of payment default I/we understand that the company has the right to hold possession of the vehicle under the Liens Contract and Commercial Law Act 2017 and if necessary, sell the vehicle to recover their costs.

PARKING AND STORAGE

I / we understand that the company reserve the right to charge storage charges where vehicles are not uplifted within one week. I / we also understand that the company accepts no responsibility for damage the customers vehicles while parked in the company car park.

PRIVACY ACT

I/we give authority for the Company to hold my personal information and authorise any person or company to provide the Company with payment habits and trend details of this job instruction and any future dealing I/we may have as a result of this job instruction. I/we understand that this information is collected for the purposes of establishing my credit rating.