

JOB CARD STANDARD TERMS AND CONDITIONS

JOB CARD NUMBER

ORIGINAL

THESE ARE THE TERMS AND CONDITIONS RELATING TO THE REPAIR, MAINTENANCE AND/OR REPLACEMENT WORK (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 VEHICLE, TRAILER, AND EACH AND EVERY COMPONENT OF A VEHICLE AS A SEPARATE UNIT.

I acknowledge, confirm and agree that:

1. AUTHORISATION OF SERVICE

- 1.1. I have selected the option indicated on the front page with regard to the cost of the repairs, services and/or parts to be provided by the Authorised Service Repairer (the "ASR").
- 1.2. In the event of additional work not authorised in terms of the estimate becoming necessary, the ASR shall provide me with an estimation pertaining to such additional work to be carried out as is contemplated in clause 1.1 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.
- 1.3. the ASR can obtain authorisation via a telephonic, email, fax or SMS instruction at the numbers and email address supplied by me.
- 1.4. In the event that the ASR is unable to contact me on any of the numbers or email addresses supplied then the ASR will not proceed with any work or additional repairs.
- 1.5. I have the right to cancel the work at any time provided that if such cancellation takes place:
 - 1.5.1. at a reasonable time before the ASR is to commence with the Work or any portion thereof (including disassembling of the Goods), then no cancellation charge will be levied;
 - 1.5.2. at any other time than the time contemplated in clause 1.5.1 above, 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 costs of all parts and accessories installed into the Goods.
- 1.6. The ASR does not collect, or arrange for Goods to be collected, and I am therefore required to deliver the Goods to the premises of the ASR for the work to be carried out and shall ensure that the Goods are, and will remain, available to the ASR during normal business hours (Monday to Friday from 07:30 to 17:00).
- 1.7. Any part of the Work to be carried out in terms of the estimate may be carried out by any agent or sub-contractor appointed by the ASR.
- 1.8. The ASR will carry out the Work as soon as reasonably possible (bearing in mind that the ASR is dependent on the availability of parts and accessories). Any dates given for the delivery and completion of the Work are estimates only and no exact delivery date or time has been agreed and that the ASR is not in a position to commit to specific delivery dates and times.
- 1.9. **The risk of damage or loss of the Goods will remain my risk at all times and the ASR will only be responsible for**

damage or loss, directly or indirectly attributable to its gross (intentional) negligence.

- 1.10. **The ASR, or any of its designated employees or any employee of its designated third party service provider, is 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 ASR, 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 repair or taking the Goods to any other third party service provider.**
- 1.11. I have the right prior to taking delivery, to examine the Goods.
- 1.12. Should the Goods, or any part or components thereof, be damaged during my examination thereof as a result of my gross negligence, reckless, malicious (deliberate) behaviour or criminal conduct:
 - 1.12.1. I will remain liable for payment of the authorised cost of the work as set out in the estimate;
 - 1.12.2. the ASR shall not be obliged to restore the Goods, or any parts or components, as the case may be to any condition; and
- 1.10.3 **I WILL NOT HOLD THE ASR RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY WHICH I MAY SUFFER AS A RESULT OF MY AFOREMENTIONED CONDUCT.**

2. PAYMENT

- 2.1. The authorised cost of the work shall be paid by me in South African currency, free of exchange, deduction and/or set off, and any other charges at such address in the Republic of South Africa as the ASR determines
- 2.2. Although payment for the work is only due on completion of the work, the ASR may demand a deposit before commencing the work or in the course of carrying out any work.
- 2.3. The amount owing for any work done, or parts or components supplied, in terms of the estimate or additional work done, in relation to the Goods, whether instructed by me or by any person who is reasonably believed to be acting as my agent, shall be payable by me.
- 2.4. The Work is completed for the purpose of these terms and conditions when I have received notice from the ASR that the Goods are ready for collection.
- 2.5. At the time the ASR informs me that the Goods are ready for collection and I don't collect the Goods from the premises of the ASR within 3 (three) business days of being so informed, then the ASR will be entitled to recover storage fees from me at the rate of R350.00 per day 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) or at the option of the ASR you shall be entitled to have the South African Police Service (SAPS) collect the vehicle and impound it as abandoned.
- 2.6. Any amount indicated on any invoice issued by the ASR will be regarded as a liquidated amount (an amount that is easily determinable) and any such amount will be prima facie (on the face value thereof) regarded as correct.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS AS SET OUT ON THIS PAGE. SIGNED _____

3. GENUINE PARTS AND WARRANTIES

- 3.1. I have been informed that the ASR only uses genuine parts in carrying out the Work;
- 3.2. If the Goods are subject to a Manufacturer's Warranty, such warranty will run concurrently with any other statutory warranty applicable to the Goods;
- 3.3. I have been informed that any applicable warranty will:
 - 3.3.1. be void if I do not strictly comply with the terms and conditions of such warranty;**
 - 3.3.2. not apply to ordinary wear and tear and normal usage of the Goods;**
 - 3.3.3. be void if the Goods or parts have been subjected to misuse or abuse or have been equipped with grey parts (i.e. parts marketed and/or distributed that bear a trade-mark but have been imported without the express approval or licence of the authorised South African Distributor) or counterfeit (pirate) parts.**
- 3.4. The ASR shall, subject to clause 3.6 below, return all parts and accessories removed by it in the course of carrying out the work, to me, if I have requested it to do so, provided that that the return of the parts and accessories are not prohibited by any applicable legislation.
- 3.5. The ASR shall not be obliged to return parts and accessories removed by it in the course of carrying out the work, if such parts or accessories are subject to a warranty or insurance claim, in which event I authorise the ASR to return the parts or accessories to the relevant Manufacturer or Insurer.
- 3.6. If I decline the return of any parts or accessories removed by the ASR in the course of carrying out the work, such parts and accessories will be deemed to be wholly abandoned to the ASR and accordingly, they shall become the property of the ASR.
- 3.7. **I understand that the ASR shall not be obliged to return the Goods to me in the event that I refuse to replace or repair safety critical items on the Goods (as advised by the ASR in writing), unless I have signed an indemnity indemnifying the ASR against any loss or damage I may suffer as a result of my refusal.**
- 3.8. **The ASR cannot accept liability for any loss or damage to any item left in the Goods, unless such loss or damage is caused by a lack of reasonable care on the part of the ASR.**
- 3.9. **I confirm that the total value of all items left in the vehicle at the time of leaving it on the ASR's premises does not exceed R100.00.**

4. FAIR AND HONEST DEALING

- 4.1. I have had a proper opportunity to consider the implications of this agreement (including the estimate) and I enter into this agreement out of my own free will and without any undue influence by the ASR or any of its employees.

5. REDRESS

- 5.1. In the event of a complaint by me, or a dispute arising between us, relating to the subject matter of this agreement, or the interpretation hereof, I shall inform the ASR in writing of the exact extent and nature of the complaint or dispute where after we, the parties, will attempt to resolve the matter within 7 (seven) business days, failing which, any of the parties can refer the matter to the relevant accredited Ombud for the Motor Industry.

6. GENERAL

- 6.1. No granting of leeway or the granting of any extension of time shall be a waiver of any of our rights under this agreement and will not create a novation of this agreement (new agreement).
- 6.2. This agreement shall be interpreted and determined according to the laws of the Republic of South Africa.
- 6.3. 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 balance of the agreement (i.e. this agreement will be read as if the unenforceable clause never formed part of the document).
- 6.4. The ASR shall have a general lien over the Goods and all its contents (a general right to keep the Goods as security) for all monies due and owing to the ASR by me on any account whatsoever.
- 6.5. For the purpose of service of any legal document or notices in terms of this agreement the parties choose the address on the face of this agreement.

7. SIGNATURE

- 7.1. **I have the legal capacity (i.e. the law allows me) and authority (permission) to enter into this agreement.**

I HAVE READ ALL OF THE ABOVE TERMS AND CONDITIONS AS SET OUT ON THIS AND THE PREVIOUS PAGE AND CONFIRM THAT I UNDERSTAND THEM AND AGREE TO BE BOUND THERETO

Signed on _____ day of _____ 20__ at

Customer's Signature _____

Service Advisor's Signature _____