

Terms and Conditions

1. Definitions

- a. 'we', 'us', 'our' refer to the Supplier
- b. 'you', 'your', 'yourself' refer to the Customer
- c. 'Agreement' and 'This Agreement', or 'Terms of Trade' 'Terms and Conditions' or 'Terms of Supply' mean these terms and conditions along with any job sheet, quotation or estimate, as well as any further correspondence between us
- d. 'the product' or 'the service' refers to any work or any good that we make or obtain and provide to you (the Customer) under this agreement

1. GST

- a. Most prices are shown including GST.
- b. Those not shown, GST will be added on and that will reflect on the tax invoice

2. Quotations and Estimates

- a. Any estimate of price we may give is simply an opinion as to what we expect the price is likely to be. Vehicles are complicated machines and many operational components are hidden from view or access. We use reasonable efforts to provide a reasonably accurate estimate, but in many cases we cannot properly assess exactly what is required (both in terms of parts and labour) until we are doing the work, and so we cannot (and do not) give any assurance that the final price will correspond to the estimate given.
- b. In some cases we will be able to give a quotation (which might include some options or parameters), which will be marked as such, in which case our quotation will be binding on us unless other issues/work outside the scope of works quoted are identified. Unless our price indication is clearly identified as a quotation, it is just an estimate.
- c. If during our work programme we identify reasonably significant additional issues/work that are outside the scope of works covered by the original estimate or quotation then we will endeavour to identify any additional costs in a further and/or revised estimate or quotation and to seek your agreement as to how we proceed before we incur significant additional costs.

3. Price and payment terms

- a. We do not offer credit under any circumstance. All accounts must be settled in their entirety on cash terms, by a means of payment acceptable to you, on invoice following completion of the works and before the vehicle will be released.

4. Credit card fees

- a. We accept most credit cards including Visa, Mastercard, AMEX and other methods of payment such as QCard, GEM Visa, AFTERPAY

5. We reserve the right to recover reasonable costs incurred in processing transactions

6. Importing goods / SUPPLIERS of MATERIALS/COMPONENTS ETC

- a. To the extent that we may be considered (as a result of importing goods or otherwise) to be a manufacturer for the purposes of the Consumer Guarantees

Act 1993 (“CGA”) of goods which we import specifically for the work we are doing for you then, pursuant to section 42 of the CGA, we notify you (as the customer first acquiring the goods from us as a supplier in New Zealand) that:

i. We cannot and do not undertake that repair facilities and parts will be available for those goods which we have advised you we will be importing; and
ii. Section 12 of the CGA does not apply in respect of those goods.

b. We use reputable suppliers for the components/materials that we use on vehicles. Our Suppliers are both Genuine Parts and aftermarket suppliers.

7. Contracting out of Contract & Commercial Law Act 2007

a. The parties agree that all warranties and implied terms under Part 3 of the Contract & Commercial Law Act 2017 (“Sales of Goods” provisions) do not apply, and are expressly excluded (and negated) by these Terms of Trade to the maximum extent permissible by law, and so do not apply to this agreement between you and us.

8. Consumer Guarantees Act 1993

a. Except to the extent that this record (including these terms and conditions, any job sheet, quotation or other document) shows that we have expressly contracted out of or excluded obligations pursuant to the Consumer Guarantees Act 1993 (“CGA”), nothing in this agreement limits any right that you may have as a consumer under the CGA. The rights that you may have under the CGA may be in addition to your rights and obligations you would otherwise have under this agreement.

9. Passing of risk and liability for loss

a. We are not responsible, to the maximum extent permissible by law, for risks relating to your vehicle while it is in our possession

b. We are not liable, to the maximum extent permissible by law, for indirect or consequential loss to you regardless of how that loss arises

10. Customer supplied parts

a. We do not accept any liability with respect to parts that have been supplied by you/the customer, for us to fit or use when working on a vehicle (maintenance, repair or improvements). In particular and without limitation, we do not accept any responsibility for the quality, suitability or fitness for purpose of parts which you (and not we) have selected, sourced and supplied. Any warranty that we are providing with respect to goods and services provided by us will not apply to parts supplied by you.

10.b. We accept that this does not alter our liability, including our liability under any warranty that we provide, in respect of goods and services that we supply to you, including the services we provide in fitting parts supplied by you (but not in respect of the parts themselves).

c. Without assuming any responsibility for checking parts supplied by you, we reserve the right to decline to fit or use parts supplied by you which in our reasonable opinion are not suitable or fit for purpose. If we decline to use parts supplied by you we will seek to offer alternative options and agree terms with you to complete the work on that basis, but if parts cannot be sourced or terms cannot

be agreed, we shall be entitled to be paid based on our usual hourly or agreed rates for the parts and services already provided and for any work necessary to put the vehicle back together to be returned to you.

d. As a general rule - we DO NOT accept or install customer supplied parts

11. Passing of ownership

a. Until payment in full is received by us for all goods supplied by us to you:

i. Ownership in any goods supplied by us to you remains with us;

ii. The relationship between us and you is a fiduciary relationship, requiring you to look after the goods, which you will hold as bailee for us;

iii. You must not sell or otherwise dispose of or deal with the goods or do any act that may affect or defeat our title to the goods provided that you may with our prior consent, as fiduciary, deal or otherwise dispose of the goods in the normal course of trade on the understanding that the proceeds of disposition shall at all times be our property. You must account directly to us for the proceeds of such disposition, all proceeds to be held on trust for us in a separate account;

iv. Until ownership of the goods passes from us to you, we may give notice in writing to you to return the goods or any of them to us. Upon such notice the rights of you to obtain ownership or any other interest in the goods ceases;

v. You will not charge the goods in any way nor give any interest in the goods while they remain the property of us;

vi. You will insure and keep insured the goods to the full price against all risks until the price is received by us;

vii. We may require payment of the total or balance owing for the goods and services supplied in this job sheet/invoice together with any other amounts owing by you to us, and we may take any lawful steps to require payment of all amounts owing by you to us;

viii. You will meet the costs of any repossession (including the cost of any damage caused necessarily to repossess) and will indemnify us against any claim or costs we may incur arising out of the repossession

ix. The foregoing provisions do not entitle you to return the goods without demand from us;

x. We may repossess those goods supplied (and if they are attached to any other equipment or product, detach and remove the goods from that equipment or product) and you authorise us to enter onto any premises to carry out that repossession (and will, if necessary, obtain any third party approval to our entering onto those premises).

12. Personal Property Securities Act/Register (PPSA)

13. Delivery arrangements

a. Where we deliver goods or a repaired vehicle to you, you will pay the reasonable costs of delivery.

b. During the delivery period, you bear the risk for damage to the vehicle that is out of our control, and as such should ensure you have adequate insurance during this time.

14. Courtesy vehicle

- a. If one is available, you may use a courtesy vehicle supplied by us for the duration of the repairs on your vehicle.
- b. You will need to fill the relevant fuel in the courtesy vehicle by yourself whilst it is in your possession
- c) You should take all steps necessary to ensure the vehicle is not damaged in any way
- d) You shall return the vehicle in a clean condition or you will be liable for cleaning cost of the vehicle
- e) **NO PETS OR SMOKING IS ALLOWED IN THE COURTESY VEHICLES**

15. Worker's lien

- a. Unless otherwise agreed in writing with you, we require prompt/immediate payment in full on completion of the work you have instructed us to complete, prior to delivery/collection. We will invoice you accordingly, and will dispatch our invoice to you to the address details you provide, and/or we will make the invoice available at our premises and/or in your vehicle when you attend during ordinary business hours to pay the amount due and then collect the vehicle. Our usual payment terms in respect of payment in cash, by direct debit and/or credit card will apply, and (except by prior agreement) that will involve payment in full or confirmation that payment has been received in full, to our sole satisfaction, during our usual business hours.
- b. We reserve the right to exercise our common law right to a worker's lien over your vehicle, if applicable.

16. Interest and storage charges

- a. We may, in addition to and separate from any other rights and remedies available to us (including any right to claim a lawful common law worker's lien), at our option:
 - i. Charge reasonable market rate storage costs of \$30 or more per day plus GST for your vehicle or property which has not been uplifted within one week of our notifying you (or making a reasonable attempt to notify you) that the vehicle or property is available for uplifting;

17. Abandonment of vehicles

If the vehicle is NOT uplifted after 14 days of our efforts to inform you, we have the right to sell the vehicle to a wrecking company or the public in order to recoup our cost for repairs, storage fees etc

18. Privacy Act 2020

- a. We may collect personal information from you. Before we do this, you must agree that:
 - i. We may use your personal information to send you details of any of our goods or services;
 - ii. We may make enquiries from any person or company concerning your credit or employment to enable us to access any application you may make for credit, goods or services;

- iii. You authorise and direct us to seek and obtain from and supply any information concerning the credit or business standing of you to any other person whether trader, merchant, firm, organisation, company or any agency or source whatever including any credit agency or association or the like and you direct any such person to supply or receive and record such information to and from us;
- iv. This authorisation applies for all goods and services currently used by you and for any future dealings you may have with us;
- v. You have the right of access to, and correction of, all personal information that relates to you, and we are entitled to disclose, on request, account information to any person you may specify from time to time.

19. Disputes

- a. As a valued customer you are important to us.
- b. If you are not satisfied with the goods supplied and/or services delivered, please first discuss this with the Manager/Service Manager.
- c. Alternatively, you can put your complaint in writing to the Manager of the business.
- d. The Helpline/Mediation service is available in addition to any other dispute resolution options available to you, which may (depending on the issue, complaint or concern) include the Disputes Tribunal, the Motor Vehicle Disputes Tribunal, The District Court or the High Court.

Signed on behalf of TYRE WORLD AND AUTO LTD

SUSTAINABILITY POLICY

Sustainability is about meeting the needs of today, without adversely impacting on the needs of tomorrow.

TYRE WORLD AND AUTO LTD is committed to reducing our impact on the natural environment and taking action on climate change.

While working on your cars, we are always focusing on responsible consumption, waste reduction and efficient waste removal. To make sure we contribute to the environment tangibly, we have taken some steps to reduce and manage our waste footprint.

We use bulk oil delivery system which is pumped directly to our

storage/dispensing tanks.

- 85% reduction in landfill waste
- we use recycle companies to collect the used oil which is stored in our underground tanks
- we do 100% cardboard/paper recycling

We always make sure that we maximize our Recycling output. All paper, cardboard and plastic waste is sorted accordingly and put in place for Recycling by our WASTE MANAGEMENT contractors

We have active contracts with established and reputable waste removal companies for all our Metal, Tyre and Oil waste.

Signed on behalf of TYRE WORLD AND AUTO LTD