

AVA Automotive Repairs Terms & Conditions

GENERAL INFORMATION

AVA Automotive Pty Ltd trading as AVA Automotive Repairs (ABN 92 789 429 397) by booking your vehicle with AVA Automotive Repairs, you accept these Terms and Conditions.

These Terms and Conditions are available on the following website:
<http://avaauto8.wix.com/avaauto>

Estimates and Payment

AVA Automotive Pty Ltd can provide an estimate of the cost of all work to be undertaken. The estimate will be discussed with you prior to work being commenced on your vehicle. Estimates remain valid for 7 days. All estimates and prices include GST.

If any extra work is to be found while servicing your vehicle which would cause the estimate to be exceeded, we will contact you to explain the extra work needed and to seek your approval for the additional costs before proceeding. A detailed tax invoice will be provided with the work that has been completed with associated costs once the work is finished. Payment must be made in full on the day of the car being collected. We accept cash, credit cards, EFTPOS and cheques. Trading terms for customers operating an authorised trading account with AVA Automotive Repairs are 30 days from date of tax invoice.

Liability

Our liability for breach of any implied warranty or condition which cannot be excluded is restricted, to:

1. In the case of services or repairs supplied by AVA Automotive Pty Ltd:
 - a. is to re-supply the services or repairs
 - b. to pay for the cost of having those services or repairs re-supplied (if the services is performed elsewhere, the services has to be authorised in writing by the AVA Automotive Repairs Operations Manager in advance)
2. If goods supplied or offered by AVA Automotive Repairs:
 - a. the replacement of the goods or the supply of equivalent goods; or the repair of the goods;
 - b. the payment of the cost of having the goods replaced(if the goods are replaced elsewhere, the replacement of the goods has to be authorised in writing by the AVA Automotive Repairs Operations Manager in advance)
 - c. the payment of the cost of having the goods repaired.(if having the goods repaired elsewhere, the repair of the goods has to be authorised in writing by the AVA Automotive Repairs Operations Manager in advance)
3. We will not be liable to you or any third parties for
 - a. any claim, whether the claim arises in contract, tort, negligence, or statute;
 - b. any loss whether it includes loss of profits or special, indirect, incidental or consequential loss)
 - c. damage, injury or death to any person or property, arising out of or relating to the products sold by us or the services performed by us.

Registration of your vehicle

1. Driving an unregistered vehicle is illegal Where your vehicle is not registered your car will not be road tested
2. Where you have not notified us that your vehicle is unregistered you agree to indemnify us for any fines, penalties, loss, damage, injury or death caused to any person or property when we are driving or otherwise operating your vehicle

Lien

A mechanical lien may be placed on the said vehicle to obtain unpaid repairs/services left at AVA Automotive Repairs

Storage and Disposal of Uncollected Vehicles

If a car is towed to AVA Automotive Pty Ltd and work will not be carried out there will be a storage fee of \$15.00 per day after three days of vehicle being towed.

If we cannot contact you and you do not collect the vehicle or discharge any lien we hold over the vehicle belonging to you or the owner within 6 months when the vehicle is ready for collection we will be entitled to sell or dispose of the vehicle by any reasonable method at your expense without any further notice to you. All proceeds will be applied to amount owing and return the balance to you. If the proceeds received are insufficient from the sale or disposal of the vehicle to discharge the amounts you owe us, the outstanding amounts will be owed by you to us as a debt. After such sale or disposal of the vehicle we will not be responsible from any liability whatsoever in respect of the vehicle.

Matters outside our reasonable control

We will not be liable for any delay in performing, or any failure to carry out repairs to your vehicle to the extent that such delay or failure results from events or circumstances outside our reasonable control.

You understand that your vehicle's power supply may be temporarily interrupted. This may cause your audio system to lock and require a code to unlock. We will take steps to stop this from happening but will not guarantee situations outside our control.

The code for you to unlock the audio system is supplied by the manufacturer of your vehicle and any cost incurred to the unlocking of your audio system will be your sole responsibility.

AVA Automotive Repairs Warranty

AVA Automotive Repairs guarantees the parts and labour that it supplies and used in the servicing of your vehicle for the time period or kilometres travelled (whichever occurs first) outlined in the following warranty conditions.

AVA Automotive Repairs warranty does not include labour when the use of second hand parts is installed, but can pay extra for second hand parts to cover labour cost

Warranty Period

- a.** General mechanical repairs 6 months or 10,000km
- b.** Car servicing and engine maintenance 6 months or 10,000km

What AVA Automotive Pty Ltd cover under warranty

The warranty will apply where the vehicle has been used normally for its intended purpose and in accordance with manufacturer's guidelines, and has been properly maintained.

Warranty does not apply to adjustments made and parts used in the normal course of maintenance and normal wear and tear on parts of the vehicle.

Where the work done on your vehicle involves the supply of parts or services from a manufacturer or another service provider, then our warranty is limited to the maximum period allowed by them **for** their parts or service

If carrying out this work requires AVA Automotive Pty Ltd to purchase additional parts or if labour is not covered by the part manufacturer's guarantee, we may charge an additional cost and you will be notified of this before any work commences.

Should any part be incorrectly fitted by AVA Automotive Pty Ltd, to be defective during the warranty period, we will replace, refit or rectify the part at no charge. All replaced parts will be available for inspection at the time you collect your car.

What is not covered by your AVA Automotive Pty Ltd Warranty?

Your warranty does not cover any consequential, indirect or incidental loss or damage, including towing, demurrage or loss of profits.

Warranty claims will not be accepted if incorrect or contaminated fuels, additives, lubricants or coolants have been used, or if the vehicle has been used in any motor sport competition or trial.

Warranty claims are not covered if you remove any part or parts originally fitted by AVA Automotive Pty Ltd to the vehicle;

Warranty claim is not covered if the part or parts are damaged by misuse or accident, in particular by engine backfire or malfunction

Warranty claim is not covered if performed elsewhere, unless the work has been authorised in writing by the AVA Automotive Pty Ltd Operations Manager in advance of any work being undertaken.

Customer supplied parts are not covered by warranty and will incur a cost if work needs to be performed to rectify the situation

5. What you should do if you have a warranty claim

You should contact AVA Automotive Pty to arrange a convenient time for the vehicle to be assessed prior to any work being carried out.

Bring your vehicle and original invoice to AVA Automotive Pty Ltd. Manufacturer's defects parts, fitted by AVA Automotive Pty Ltd, warranty will only be covered for the remainder of the original warranty period, which commences from the date of the initial invoice.