

VENIACH

REPAIR SERVICES

Terms & Conditions

1.1 These terms & conditions apply to all Services rendered and Parts supplied by or through the Vendor.

1.2 The job card (if any) and any/all other documentation issued by the Vendor and accepted by the Customer forms part of the agreement.

1.3 This document may be executed in any number of counterparts, any of which may be delivered by fax or e-mail and still form one single agreement, which is not required to be signed by the Vendor to be binding.

2. Technical Advice:

2.1 In the event of the Customer electing not to accept the technical advice given by the Vendor, the Services are performed and Parts provided by the Vendor at the Customer's sole and absolute risk.

2.2 In an event described in the preceding paragraph, the Customer waives any/all rights to claim damages from the Vendor, including consequential damages and pure economic loss and further indemnifies the Vendor against any loss or damage suffered by the Customer and/or any third party.

3. Diagnostics:

3.1 If a Customer elects not to receive an estimate for the costs of diagnostics, including disassembly and/or re-assembly of the Customer's property, the Customer assumes the risk for the reasonable costs associated therewith.

3.2 Although the Vendor will take all reasonable care in disassembly and/or re-assembly of the Customer's property, the customer acknowledges that damage may occur to such property due to many reasons, including pre-existing defects or damage occasioned by virtue of the nature of the diagnostics process and agree that such diagnostics are performed strictly subject to the Customer's waiver in favour of the Vendor of any/all rights to claim damages arising therefrom.

3.3 If the Customer elects not to proceed with any Work for whatsoever reason after diagnostics have been performed, including not accepting the Vendor's estimate, the Customer will accept and remove its property in a disassembled condition and if re-assembled, without warranty and under liability for the reasonable re-assembly costs.

3.4 The Customer accepts that disassembly may cause damage to other Parts and/or components not being disassembled and may render such inoperable.

4. Services & Parts:

4.1 The Vendor will provide the technical advice, diagnostics, Services and Parts with the degree of skill and workmanship that could reasonably be expected from an entity or person conducting the business of the Vendor.

4.2 All Services will be rendered and Parts provided in accordance with the technical advice given by the Vendor or if specific instructions are given by the Customer, then in accordance with such instructions.

4.3 The Vendor does not warrant that any Parts purchased by the Customer, but not fitted by the Vendor, will be fit for the purpose for which it is purchased.

4.4 The Customer shall be entitled to return Parts purchased within 10 business days, subject to such Parts being unused, undamaged, in their original packaging and in a resaleable condition.

4.5 Whenever it is necessary or preferable that a third party provide the Services and/or Parts or any part thereof, the Vendor will be entitled to arrange the involvement of such third party on behalf of the Customer.

4.6 If the Vendor arranges the participation of such third party with the knowledge and consent of the Customer, the Vendor shall not be liable for the Services and/or Parts of such third party or any damages arising therefrom.

4.7 Should the Customer allege any of the Services rendered or Parts provided to be defective in any manner, the Customer shall give the Vendor a reasonable opportunity to inspect same.

4.8 The Customer has the right to cancel the rendering of Services and/or provision of Parts at any time, it being understood that the Customer will be liable to the Vendor for all costs incurred up to the time of cancellation.

4.9 The Vendor shall render the Services and provide the Parts as soon as is possible, but within a reasonable time.

4.10 Any approximation of the time required to render the Services and/or provide the Parts and/or any dates given for completion constitute estimates only and shall not be binding on the Vendor.

4.11 Failure by the Vendor to complete the Services and Parts on or before any given date will not entitle the Customer to cancel the agreement unless a reasonable time has been exceeded and then subject to the Customer paying the Vendor for the costs of Services and Parts provided up to date of cancellation.

4.12 The Vendor shall not be liable for any damages and/or consequential damages and/or economic loss due to late completion and/or cancellation due to failure to complete at any given time.

4.13 The Vendor will not be liable for any loss or damage arising due to any pre-existing latent defect in the Customer's property.

5. Additional Services & Parts:

5.1 Unless the parties agreed that no additional Services will be rendered or Parts provided without the Customer's express consent, the Vendor shall be entitled to render such additional Services and provide such additional Parts as may reasonably be required, the reasonable costs whereof the Customer undertakes to pay.

5.2 The rendering of additional Services and provision of additional Parts shall not, unless expressly agreed to the contrary, constitute a new agreement and shall be subject to these terms and conditions.

6.Price:

6.1 All prices given by the Vendor to the Customer shall constitute an estimate and not a quotation.

6.2 All Customers are entitled to receive estimates from the Vendor and a Customer choosing not to receive an estimate does so at its own risk and agrees to pay the Vendor the reasonable costs for the Services and/or Parts.

6.3 Should any dispute exist as to what would constitute the reasonable costs under the circumstances, the Customer will pay such costs pending resolution of the Dispute and will not be relieved from accumulating storage costs pending resolution of such Dispute.

6.4 Estimates are given subject to the Customer's acceptance that costs may fluctuate in accordance with the actual costs of Parts provided and Services rendered.

7. Payment:

7.1 The Customer is liable for payment upon completion or if cancelled, upon cancellation.

7.2 The Vendor is entitled to require a deposit, prior to rendering the Services and/or providing the Parts.

7.3 The Vendor's willingness to accept payment in any form other than cash, constitutes an indulgence for the benefit of the Customer, which may be revoked at any time.

8. Possession:

8.1 Possession of the Customer's property is taken by the Vendor strictly subject to the provisions of this agreement.

8.2 The Vendor does not assume or accept any risk until the Customer's property is delivered to the Vendor's regular business premises and any collection and/or delivery of the Customer's property at any place other than such premises is done entirely at the Customer's risk.

8.3 The Customer authorises the Vendor to transport its property from one place to another as may reasonably be required or necessary, including for purposes of testing, diagnostics or transfer to and/or from any third party.

8.4 Any transportation of the Customer's property is undertaken strictly subject to it being done at the Customer's risk and under waiver of any/all claims arising therefrom, except if the Vendor is grossly negligent.

8.5 Although all reasonable care will be taken with the Customer's property in the Vendor's possession, the Vendor shall not be liable for any loss or damages suffered by the Customer due to theft, fire or any other cause.

8.6 Possession will only be returned to the Customer upon full payment being received by the Vendor and allowing the Customer to inspect or test the property does not constitute giving possession.

9.Collection, Storage & Lien:

9.1 The Customer will be notified upon completion and will collect the property as soon as possible, but within 7 days from being notified.

9.2 The Vendor will be entitled to charge a reasonable storage fee for uncollected property after 7 days and uncollected property may be sold.

9.3 The Customer acknowledges that its property will at all times be subject to the Vendor's lien, which will only be extinguished upon receipt of full payment by the Vendor, including third party costs incurred by the Vendor on behalf of the Customer.

9.4 The Customer consents to a lien in favour of the Vendor arising from unpaid storage costs and third party costs.

10. Warranties:

10.1 If any of the Services or Parts are covered by a warranty given by the Vendor, then such warranty is subject to specific terms and conditions in addition to these terms and conditions.

10.2 If a third party gives a warranty, such warranty will run concurrently with any warranty given by the Vendor and any statutory warranty.

10.3 If the Services to be rendered and/or Parts to be provided are covered by an existing non-vendor warranty or other maintenance- and/or service plan, it is the Customer's responsibility to make arrangements for payment of the Vendor and will remain liable to the Vendor until paid in full.

10.4 Unless expressly agreed to the contrary in writing, no warranty given by the Vendor shall be valid for a period of longer than 3 months from date of completion.

10.5 No warranty given by the Vendor will cover abuse, excessive or abnormal use, use contrary to any manufacturer's specifications or normal wear and tear.

10.6 The Vendor's liability arising from any warranty shall be limited to the reasonable costs of fixing or replacing defective Services and/or Parts.

11.The Customer:

11.1 The Customer warrants that it is the owner of the property entrusted to the Vendor or is duly authorised to enter into the agreement with the Vendor on behalf of the owner.

11.2 The Customer undertakes to pay the Vendor as agreed and if acting in a representative capacity, the signatory hereof binds himself/herself as surety and co-principal debtor with his or her principal in favour of the Vendor.

12. General:

12.1 This document together with other documents referenced herein is the full and only agreement in force.

12.2 No change to this agreement and/or this clause will be valid unless in writing and signed by both parties.

12.3 The Customer chooses the addresses and particulars provided on the job card for all purposes arising from the agreement.

12.4 Any indulgence granted by the Vendor will not constitute a waiver of any rights or create a new agreement.

12.5 If any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement will remain in full force and effect.