

TERMS AND CONDITIONS

Schedule of Fees and Charges Information

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Overview

This document sets out the terms and conditions you accept when you authorise motor vehicle repairs to be undertaken by us. By authorising motor vehicle repairs to us, you have read, understood, and agree to these terms and conditions.

All repair work undertaken by us is covered by the Motor Vehicle Insurance and Repair Industry Code of Conduct ('the Code').

Fstimates

Our estimates are based upon section 6 of the Code, particularly Realistic Times methodology. Estimates;

- a) are prepared in accordance with 6.2 (b) of The Code; and
- b) includes the parts numbers that matches your vehicle; and
- c) is based upon the information supplied to us by you or your representative acting on your behalf for the damage to the vehicle.

Repairs

Our estimates will be for the fair and reasonable cost to repair the vehicle back to its pre-accident condition and in accordance with the 'Principals of the Code'.

We will not commence any work unless you have authorised us to do so.

Where a verbal request for work has been made for your authorisation to proceed with repairs, you're agreed acknowledgment is our authority to repair.

You agree to pay us the required amount for all work carried out; including storage fees, administration charges and freight fees and for any other repairs you have authorised us or advised us to do.

Where we require authorisation to make changes to the original estimate, known as additionals or variations, they will form part of that estimate and require authority prior to the commencement of the additional work.

You must provide us reasonable notice if you wish to terminate or suspend repairs. Upon receiving confirmation to terminate or suspend repairs we will immediately cease work. If you terminate or suspend repairs, you must pay us our fair and reasonable costs as determined by the schedule of fees and charges under these terms and conditions including to the extent of the repair work commenced and for any loss caused to us.

You agree to compensate us for any diagnostic advice or information on the damage to the vehicle that does not relate to the damage to the vehicle based upon the information that you or your representative has provided which delays or terminates the repairs. Prior to removing the vehicle from our premises, you must notify us in advance. You will be liable for any towing, storage and administration costs associated with your vehicle.

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Repair Work

Where delays are caused by your representative, we will endeavour to recover the fair and reasonable costs from them. Storage fees and administration charges where applicable may apply. Service Fees and Charges are located at the bottom of these Terms and Conditions.

Services

We endeavour to ensure that your repairs are commenced and completed within a reasonable time. Where there are any delays starting or finishing any repair work we will provide you reasonable notice.

Transport Requirements

Where you require assistance with transport, all reasonable efforts will be made to accommodate your situation. All vehicles supplied by us are registered and are maintained regularly. You must immediately report any issues with the vehicle. Your safety is our primary concern. Where we are required to transport your vehicle, it will only be for the authorised purpose of repairing your vehicle.

For Terms and Conditions on loan cars see the loan car policy on our website.

Security – Your Motor Vehicle and Personal Property

We will endeavour to keep your vehicle and its contents safe and secure at all times. Our premises are insured, in accordance with the applicable state laws. However, whilst we endeavour to take all care possible of your property we do not accept any responsibility for any loss suffered.

Child Seats and Restraints

If these items have to be removed from your car we *cannot* reinstall them for you. It is your responsibility to have them re-installed by a Qualified Installer. Please do not ask our staff to assist you in refitting these items. Please refer to the Seat/Restraint Manufacturer Accident Guidelines for information on replacement after an accident. Your Insurer may cover the cost of installation and or replacement you can refer to their PDS or inquire with your claims consultant. Please advise our estimating staff if a child seat and or restraint was occupied at the time of your accident.

Payment

Our standard payment guidelines are based upon completion of the repairs. Any deviation from this schedule must be arranged prior to the commencement of repairs.

Upon completion of the repairs, you will pay us the agreed authorised quotation price, including any authorised additional or variation work.

We may be authorised to collect your insurance excess and any contribution by you to your insurer as your agent. The amount collected will be offset by us against the amount payable to us for the repairs.

Where there is a disputed excess, contribution or where we will not act as an agent for your insurer we will recover the full authorised agreed amount from your insurer.

Our maximum term of payment is thirty (30) days unless prior arrangements have been agreed.

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Additional service fees, interest payments and administration charges may apply to late payments.

No amount may be set-off that you or your representative owes us against any amount which we may owe you or your representative that does not relate to this repair work.

Commercial Information

Individual supplier and specific parts information is subject to commercial in confidence agreements and confidentiality. All new OEM parts are at recommend retail price (e.g., list price). Other parts are subject to invoice with a percentage mark-up based on current industry practises.

We agree to abide by the Principles of the Code that, "There should not be any interference with the commercial relationships between individual insurers and repairers, other than as provided in this Code and in accordance with the principles of the Code".

Where you require us to carry out an audit or to verify the parts used in the repair, you must provide a written request. We may provide, at our discretion, copies of parts and/or sublet invoices, based upon the reasons for your request.

Our Guarantee

- Your vehicle will be restored to its pre-accident condition or better.
- Lifetime guarantee on all panel, parts, and paint work.
- Your work will be completed on the agreed time getting you back on the road fast.
- · Your satisfaction guaranteed.
- Your vehicle will be returned clean and washed.

At Granite Belt Body Works, we offer a lifetime guarantee on our workmanship. There is no need for your insurance company to guarantee our repairs. We guarantee ourselves.

Our comprehensive guarantee means that if there are any defects or faults as a result of our work, we will rectify the issue at no cost to you. It doesn't matter if an issue is detected next week, or next year, we back up our workmanship with our lifetime guarantee.

Customer Warranty Conditions

All repair work undertaken by us is covered by section 7 of the Code, Repair Warranties 7.2.

If you should find any fault with the repair, paint work, parts or materials used by us in the repair of your vehicle please contact us immediately. Where the customer or their representative provides to us a quality issue with the workmanship used, parts or paint supplied, we may elect one of the following ways to resolve the issue;

- (i) repair the quality issue in the workmanship;
- (ii) replace the part or
- (iii) pay the cost to repair the quality issue.

In all instances, we must be given the first opportunity to repair any quality related workmanship issues. This applies to each individual issue where applicable.

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Manufacturer Warranty

The customer or representative acknowledges that the parts or paint used are not made by us and are subject to warranties supplied by other entities, including the manufacturer of the paint or part.

PPG Industries Guarantee

PPG Industries reputation for superior quality, strong colour, deep gloss, and guaranteed durability is the reason Granite Belt Body Works has chosen to use PPG technology for all their paint refinishing. With this guarantee, the vehicle owner is assured that all refinish products used are of the latest state-of-the-art technology and will perform to the highest standards.

Warranty Claims

The customer or representative must give to us in writing, notice of any warranty issue.

We will guarantee almost everything but sometimes these issues do not fall into the category of workmanship. Please see below examples of issues not relating to our workmanship.

Paint Staining

Bird and Bat Droppings and other surface contaminants can cause damage to the paint surface and finish. We recommend you clean bird droppings and other large contaminants off <u>immediately</u> with warm soapy water rinsed with clean water.

Concrete & Other construction materials

Wet construction materials like concrete or bitumen can cause irreparable damage to your paint. In the event you experience splashes of wet construction material it must be removed <u>immediately</u> and preferably before it dries out.

Paint Chipping

Stone Chips can occur more easily on fresh paint. It is our recommendation to avoid or reduce the possibility of stone chips for at least the first 30 days after receiving your vehicle. You can reduce the possibility of stone chips by keeping further back from the vehicles in front especially large multi-wheeled vehicles like trucks, drive slower on un-surfaced roads or avoid them if possible and generally drive with a bit more consideration to loose material on the road surface.

Paint Swirls & Scratches

All jobs leave our facility looking shiny & new. After weeks of washing your vehicle you can do damage to your paint if you're not careful about the washing process. If you like to maintain its shiny appearance there are a few things to avoid swirls and scratches that occur whilst washing your car. Dirt tapped in your sponge can scratch the paint surface so don't forget to rinse your sponge and pre-soak the car prior to sponging to remove the loose dirt so it doesn't cause scratches. Using poor quality buffing tools and polishes will increase the swirls and scratches in your paint. We recommend that you do not use products that contain silicon.

Limitations

The warranty obligations set out in the customer warranty conditions are void where the customer or their representative does not give us the first opportunity to rectify any quality issues identified or

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recognised by us or by definition, recognised by an average person that would reasonably identify faulty workmanship. If the Customer or representative is:

- (a) In breach of any term of the Customer Warranty Conditions, or;
- (b) Does any act which might materially prejudice our interests pursuant to this Agreement

We may seek legal action to recover any such loss resulting from the customers or its representative actions. The remedies set out above limits our liability unless they are in addition to any other remedies available under the law.

Worker Health & Safety (WH&S) / Work Cover

Access to all vehicles maybe restricted due to our Duty of Care obligations under Work Health & Safety requirements, Work Cover and our other general insurance requirements. Where you require access, requests must be prior to inspection and authority may be given on a case by case basis.

You must co-operate with us to ensure our legal obligations are met.

Towed Vehicles

Access to towed vehicles is also restricted due to our Duty of Care obligations, where you require to access or remove a vehicle. All requests must given prior to any inspection or to gain access to remove the vehicle.

Our standard daily operational hours, for the removal of vehicles is from **9:00 till 17:00 Monday to Friday.**

Any request to alter or nominate a different time must be agreed to, additional charges may apply.

Note:

Removal of any vehicle from our premises and care is dependent upon notifying us in advance and compensating us for any legitimate or reasonable towing, storage or administration costs associated with the vehicle.

You or your authorised representative must co-operate with us to ensure our legal obligations are met.

Privacy

We will not use or disclose any of your personal information other than to comply with the obligations under these terms and conditions. We will take all necessary steps to protect your personal information in our possession against unauthorised use. We abide by the principals set out in the relevant privacy act. See the Granite Belt Body Works Privacy Policy on the website for more information.

Copyright

All information, estimates and images remain the property of this company and may contain confidential information and form part of the intellectual property of the company. Written authorisation must be given for any other purpose other than described below.

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All information must be kept confidential. Disclosure is authorised for invoicing purposes only to other necessary parties in relation to recovery actions against other entities, such as insurers, third parties, investigators, repairers, or recovery agents or where disclaimer of this information is required by law.

Australian Consumer law

WARNING ADVICE FOR USER GENERATED DATA

Please ensure that ALL USER GENERATED OR PERSONAL INFORMATION stored on any vehicle device capable of storage, has been backed up or copied to avoid any loss of information due to vehicle repairs.

Refurbished Goods or Parts

Goods presented for repair may be replaced by Refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Any Refurbished goods used by this Company will be identified on our estimates and described as one of the following (exchange, used, reconditioned) your acceptance of our Estimate will act as notification and authority to use them. Insurers must notify their customers if any Refurbished Goods are to be used in the repair process.

Mandatory Reporting

Individual suppliers are responsible for reporting incidents where consumer goods have been associated with a death or serious injury or illness of any person. Broadly there are two triggers to the reporting requirement for suppliers, both of which must be present before the supplier is required to report (see relevant Australian Consumer Law).

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Schedule of Administration Fees and Charges

Administration Fees

Administration fees of \$88.00 may apply based upon type of service or information provided or service requested.

Late Payments: 0.05% may be applied to all late and outstanding amounts.

Please Note: Disputed or outstanding amounts maybe directed to our recovery agent and any further fees and charges may also be applicable.

Storage Fees

Daily rate of \$33.00 per day **may** apply upon arrival of the vehicle. Minimum charge based upon per day, 8:00 to 17:00, standard industry operating hours.

Towing Fees

\$314.75 for the first 50km. \$6.25 per kilometre after 50km.

Labour Rates and Estimating Fees and Charges

Remove and Replace Labour Rate Starting rate of \$45.00 plus GST per hour or as per contracted agreement

Repair Labour Rate Starting rate of \$45.00 plus GST per hour or as per contracted agreement

Repair Labour Rate Starting rate of \$70 plus GST per hour or as per contracted agreement

Rate Review Carried out annually and re-published at the beginning of the financial year and will carry an automatic CPI adjustment.

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