



Terms and Conditions of Sale

1. GENERAL

These terms and conditions form part of the contract (**agreement**) between V-Mech Automotive Service & Repairs Pty Ltd A.C.N. 614 540 206 as trustee for K & S Family Trust ABN 45 385 121 439 trading as V-Mech (**we, us** and/or **our**) and the customer (**you**) which is formed when:

- you sign a document issued by us that describes services that we will perform (**Work Order**); or
- you give us possession of the key or leave the key in your vehicle and by doing so you also authorise us to perform the agreed services to your vehicle; or
- when we agree to sell products to you, or when you book and/or pay for our products or services via our website.

You acknowledge that these terms and conditions and the Work Order embody the whole agreement between you and us. You agree that the scope and terms of the Work Order (including prices and quotes) may change as a result of updated instructions from you. By offering to buy products and/or services from us and/or by providing a Work Order you agree to be bound by this agreement.

2. PERFORMANCE & SERVICES

We agree to perform the services described in the Work Order as amended from time to time.

3. PRICING

All our prices and quotes include GST unless stated otherwise. A quote or price is only binding on us when the agreement is formed. The scope of work and pricing in the Work Order may change as a result of your instructions given at any time.

4. PAYMENT

You agree to pay us in full for all services rendered and products supplied before removing your vehicle and/or the products from our premises, unless otherwise agreed. You further agree that payment of all amounts for work contemplated by the Work Order as amended, and all amounts set out in the Work Order, become due upon completion of the work and must be paid by close of business on the day of completion of the work, unless we have agreed in advance otherwise.

You will pay our costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against you, including collection costs, debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by you to us irrespective of whether pursuit of the recovery action, claim or remedy is successful. You will also pay interest at the rate of 10% per annum on any outstanding monies outside of payment terms from the date the amount fell due until payment is received.

5. TITLE

Ownership of the product (including as part of services rendered) does not pass from us to you until you have paid for the product or services in full. Products supplied by us will be at your sole risk immediately upon delivery to you or into a third party's custody on your behalf (whichever occurs sooner).

6. GUARANTEE

We make no attempt to exclude the guarantees provided under the Australian Consumer Law. For major failures with the service, you are entitled:

- a) to cancel your contract with us; and
- b) to a refund for the unused portion, or to compensation for its reduced value.

Our guarantee below is provided in addition to your rights under the Australian Consumer Law.

Product / Service	Guarantee Period
New parts	As provided by the Manufacturer.
Tyres	As provided by the Manufacturer.
Batteries	As provided by the Manufacturer.

This warranty will not apply:

- to normal wear and tear;
- where goods come to the end of their natural service life;
- to maintenance items such as globes, wiper blades, lubricants and fluids;
- where the defect is a result of alteration, accident, misuse, abuse or neglect, or unsafe or inappropriate driving practices; or
- where the goods are subsequently repaired or modified by a service agent not authorised by us.

7. LIEN

You acknowledge that we have a lien (under general law or equity) over all products in our possession belonging to you, including your vehicle and all goods in or attached to your vehicle (**Lien**), to secure payment of any or all amounts outstanding from time to time. You agree that we may, at our discretion, exercise the Lien in respect of any due and unpaid amounts outstanding by you and may retain your vehicle and/or any goods in your vehicle and serve notice on you requiring immediate payment of the amounts outstanding by you.

8. ABANDONMENT

You agree that if any payments remain outstanding and your vehicle and/or goods have not been collected within one calendar month of us providing notice to you, and if we do not hear from you after making reasonable attempts to contact you, we may and will dispose of your vehicle and/or all goods in or attached to your vehicle in accordance with any applicable legislation relating to the disposal of uncollected goods and vehicles without further notice or liability to you.

9. NO LIABILITY AND INDEMNITY

We will not be liable to you or any third party in respect of any claim for injury, death, loss or damage to any person or property caused or arising out of the use of products sold by us, or out of any services performed by us, except to the extent that liability is imposed upon us or implied into a transaction by this agreement or by any statutory provisions that cannot be excluded by this agreement. We have no liability to you for any loss or consequential loss as a result of any delay in fulfilling a product order or in completing services to your vehicle. We have no authority to accept any goods for safe custody from you and will not be liable in any case for loss of, or damage to, any articles alleged to have been left with us by you or alleged to have been left in your vehicle, however such loss or damage was caused.

You agree to indemnify us and keep the us indemnified against any claim. This indemnity includes any legal fees and expenses we incur in order to enforce our rights, on an indemnity basis.

10. AUTHORITY IN RESPECT OF THE VEHICLE

You authorise us to do every act, matter and thing that we consider desirable or necessary for us to provide you with the products and/or services under the Work Order in respect of your vehicle, including (but not limited to) entering the vehicle and test driving your vehicle (including driving your vehicle to another location outside of the premises).

11. NO WAIVER

Any failure by us to enforce any provision of these Terms and Conditions of Sale shall not be deemed to be a waiver of any of our rights and remedies under these terms and conditions.

12. INVALID TERMS

If any provision of these Terms is held invalid, unenforceable or illegal for any reason, that provision will be deleted and the remaining provisions of the Terms will remain in full force.

13. PRIVACY

Our [Privacy Policy](#) tells you more about how we usually use and disclose your personal information and how you can ask for access to it.

14. JURISDICTION

The proper law of the agreement between you and us is the law of the State of Queensland and you agree to submit to the exclusive jurisdiction of the courts of that State and the courts entitled to hear appeals from those courts.

15. SECURITY INTEREST

You will at our request execute documents and do such further acts as may be required for us to register the security interest granted by you under the Personal Property Securities Act 2009 (PPSA)).

“Financing statement”, “financing change statement”, “security interest”, “purchase money security interest”, “attached”, “attachment”, “perfected”, “accession”, “commingled” and all related terms have the meaning given to them by the PPSA.

(a) In consideration of us supplying the goods and services to you at your request, by signing these Terms and Conditions of Sale, you:

(i) grant to us a "Purchase Money Security Interest" (**PMSI**) in all products supplied by us to you from time to time as security for payment of the purchase price of the products;

(ii) grant to us a security interest in all of your present and after-acquired property and in all of your present and future rights in relation to any personal property (as defined in the PPSA) from time to time as security for payment of any amount owed by you to us and as security for the performance of your obligations set out in these Terms and Conditions of Sale;

(iii) agree that any products or proceeds of sale of the products coming into existence after the date of these Terms and Conditions of Sale will come into existence subject to the PMSI and security interest granted herein and these Terms and Conditions of Sale without the need for any further action or agreement by any party;

(iv) acknowledge that you have received valuable consideration from us and agree that it is sufficient; and

(v) agree that the PMSI and security interest has attached to all products supplied now or in the future by us to you and that the attachment of the PMSI has in no way been deferred or postponed.

(b) We reserve the right to register a financing statement in the Personal Properties Securities Register to perfect the PMSI and/or security interest created under these Terms and Conditions of Sale.

(c) The costs of registering a financing statement or a financing change statement can be charged to you at our complete discretion, and may, where applicable, be charged to your credit account with us.

(d) You must promptly, at our request, execute all documents and do anything else reasonably required by us to ensure that the PMSI and security interest created under these Terms and Conditions of Sale constitutes a perfected security interest.

(e) You must not allow any person to register a financing statement over any of the products in which we have any PMSI and/or security interest without our prior written consent and will immediately notify us if you become aware of any person or entity taking steps to register a financing statement in relation to any such products.

(f) You must not allow the products to become accessions or commingled with other goods unless we have first perfected any PMSI or security interest that we have in relation to the products.

(g) If we perfect any PMSI and/or security interest that we have in relation to the products, you must not do anything that results in us having less than the security or priority granted by the

PPSA that we assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.

(h) You irrevocably grant to us the right to enter upon your property or premises, without notice, and without being in any way liable to you or to any third party, if we have cause to exercise any of our rights under Chapter 4 of the PPSA, and you will indemnify us for any claims made by any third party as a result of such exercise.

(i) You acknowledge and agree that: -

(i) nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to these Terms and Conditions of Sale; and

(ii) the Security Agreement created by these Terms and Conditions of Sale may only be reinstated on the terms considered appropriate by us at our complete discretion.

(j) You acknowledge and agree that to the full extent permitted by law and mentioned below, the following provisions of the PPSA will not apply to the enforcement of any PMSI and security interest created under these Terms and Conditions of Sale, and you waive your right to: -

(i) not have goods damaged or be inconvenienced any more than necessarily incidental if we remove an accession under s.92 PPSA;

(ii) to receive notice of any intention to remove an accession under s.95(1)(a);

(iii) to apply to the Court for an order postponing the removal of the "accession" or to determine the amount payable to us for the retention of the accession under s.97 PPSA;

(iv) to receive notice of a decision to enforce the security interest in personal property in the same way as an interest in land which secures the same obligation under s.118(1)(b)(i) PPSA;

(v) to receive notice of the enforcement of liquid assets under s.121(4) PPSA;

(vi) to receive notice of any proposal to dispose of collateral under s.130(1)(a) PPSA;

(vii) to receive a Statement of Account if no disposal under s.132(4) PPSA;

(viii) to receive notice of any proposal to retain collateral under s.135(1)(a) PPSA; and

(ix) to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and security interest created under these Terms and Conditions of Sale under s.157 PPSA.

CAUTION - MONEY TRANSFERS

To minimise risk of electronic hacking, fraud and deposit errors, we ask that you **DO NOT** deposit money to an account nominated by us **UNLESS** you have first telephoned us to verify the account number by phone. Conversely, we will not use bank account details supplied by you without verification by phone.

Last updated: 30 June 2021