The Trustee for the De Rosa Family Trust t/as Noranda Service Centre
ABN: 82 502 809 356

2/3 Cobbler Place
Mirrabooka WA 6061
(08) 9376 1155

Terms & Conditions

These terms and conditions apply to all dealings between the Trustee for the De Rosa Family Trust trading as Noranda Service Centre ("the Company") and the customer ("Customer") unless the Company otherwise agrees in writing.

1. General

1.1 By accepting a quote issued by the Company (whether in writing or otherwise), the Customer acknowledges that:

(i) these terms and conditions have been provided and govern the relationship between the parties;

(ii) these terms and conditions take precedence over any previous terms and conditions (including those included with any purchase order) unless the Company otherwise agrees; and

(iii) the Company may provide the Customer's name, contact details, and delivery address to third parties (including the Company's suppliers or delivery contractors) for the purpose of fulfilling and delivering the Customer's order.

2. Scope of Works

2.1 The Customer agrees and acknowledges that a quotation issued by the Company represents an estimate of the costs associated with the Company completing the works.

2.2 In the event the Company anticipates the actual cost of the works will exceed any previous estimates provided to the Customer, the Company will notify the Customer of the same.

2.3 The Company will not proceed with any works that exceed previously provided estimates without the verbal or written consent of the Customer.

2.4 In the event the Company is required to order parts or materials on behalf of the Customer, the Company may, in its absolute discretion request payment of these costs from the Customer prior to ordering those parts or materials.

2.5 In the event that the Company seeks the verbal or written consent of the Customer in accordance with clause 2.3 above, and the Customer fails or otherwise refuses to provide that consent, the Company may terminate this Agreement by giving notice in writing to the Customer, in which case:

(i) the Customer shall immediately collect their vehicle from the Company (if applicable); and

(ii) the Company may, in its absolute discretion charge the Customer for works performed to the date of termination.

2.6 The Customer may in writing, orally or by an agent, authorise additional work to be performed or materials to be supplied. If additional work or materials are requested and approved by the Company, the Customer will be liable to pay for the additional work or materials the amount which is agreed at the time of authorisation.

3. Payment

3.1 The Customer must, unless otherwise agreed to between the parties, pay the amount quoted by the Company in full prior to the Company performing the works and/or supplying goods.

3.2 In the event the purchase price is not paid prior to the Company performing the works and/or supplying the goods, the Customer shall pay the amount stated on invoices rendered by the Company within 10 business days of the date of the invoice.

3.3 Unless otherwise agreed between the parties, the Company shall not be under any obligation to release vehicles/parts to a Customer until the Company receives payment in full.

3.4 Electronic fund transfers are acceptable, however the Company may, in its absolute discretion, refuse to release vehicles/parts to a Customer until payment is received in clear funds to the Company's nominated account.

4. Collection and Release

4.1 The Company shall notify the Customer by telephone and/or email when vehicles/parts are available for collection from the Company.

4.2 The Customer agrees to collect vehicles/parts from the Company within 14 days from the date notice is provided by the Company that the vehicles/parts are available for collection.

4.3 The Company may, in its absolute discretion charge the Customer a storage fee of $30 per day for each day the Customer's vehicle/parts remain with the Company beyond the timeframe provided in clause 4.2 above.

4.4 The Company may, at any stage after the expiry of 14 days from the date notice is given in accordance with clause 4.2 above, transfer the Customer's vehicle or parts into storage provided that prior to doing so, the Company gives notice to the Customer of the same.

4.5 Subject to any legislation that may not be contracted out of, if the Customer fails to collect vehicle(s)/part(s) within 30 days of receiving notice from or on behalf of the Company that the vehicle(s)/part(s) are ready for collection, the Company may sell the vehicle(s)/part(s) and apply the proceeds of sale against any outstanding money owed by the Customer to the Company.

5. Passing of Risk

5.1 Vehicles and/or parts supplied by the Company to the Customer shall be at the Customer's risk immediately upon delivery to, or collection by the Customer.

5.2 Property in parts supplied by the Company to the Customer under these Terms shall not pass to the Customer until those goods and other goods have been paid for in full.

6. Warranties and Liability

6.1 Further to the guarantees imposed on goods/services supplied by the Company in accordance with the Australian Consumer Law, servicing and repairs performed by the Company are subject to a limited warranty.

6.2 Subject to the remainder of this clause 6, with respect to servicing and repairs performed by the Company, the Company agrees that it will:

(i) replace any part supplied and fitted by the Company which fails within 12 months from the date of purchase; and/ or

(ii) rectify any issues with works performed by the Company for a period of 6 months or 10,000km (whichever comes first) from the date those works were performed.

6.3 With respect to parts supplied by the Company, these parts are subject to manufacturer warranties. The Company may assist the Customer with progressing warranty claims through the manufacturer if this clause applies.

6.4 With respect to parts supplied by the Customer, to the greatest extent permitted by law, the warranties provided herein shall not apply where parts are supplied by the Customer.

6.5 In order to make a claim under warranty the Customer must:

(a) notify the Company in writing as soon as practicable after becoming aware of the potential warranty claim; and

(b) unless otherwise agreed, return the vehicle or parts to the Company at the Customer's expense.

6.6 In the event that a claim is covered by this warranty, the Company will repair or replace the damaged part or take whatever steps are necessary to rectify the cause of the issue with the vehicle, in its absolute discretion.

6.7 The warranty provided by the Company herein does not cover:

(i) misuse of the part of vehicle;

(ii) damage caused by third parties undertaking work on the vehicle;

(iii) the failure of parts not supplied by the Company; and

(iv) vehicles where the Customer has failed to maintain regular 6-month / 10,000km servicing for inspection/maintenance.

6.8 Except as these Terms and Conditions specifically state, or as contained in any express warranty provided in relation to the goods or services, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services or any contractual remedy for their failure.

6.9 If the Customer is a consumer nothing in these Terms restricts, limits or modifies the Customer's rights or remedies against the Company for failure of a statutory guarantee under the ACL save as permitted under the ACL.

6.10 To the greatest extent permitted under law the Company is not liable for any indirect or consequential losses or damage suffered by the Customer or any third party, howsoever caused, including but not limited to the costs of removing parts/components, refitting parts/components, loss of profit, loss of use, loss of time, inconvenience, towing, business or goodwill or any liability to any other party.

6.11 The Customer acknowledges that servants or agents of the Company may test drive or carry out tests of the Customer's vehicle at the discretion of the Company.

6.12 To the greatest extent permitted by law, the Company shall not be liable to the Customer for any damage which occurs to or is caused by the motor vehicle during such driving or testing, unless it arises from the negligence of the Company's or its servants or agents.

6.13 Whilst the Company takes reasonable measures to ensure that customers' vehicles are stored in a safe manner, to the greatest extent permitted by law, the Company shall not be liable to the Customer with respect to the theft or damage to belongings left inside the Customer's vehicle whilst it is stored by the Company.

7. Timeframe for Completion

7.1 The Company shall endeavour to complete the work within the estimated timeframe provided to the Customer.

7.2 To the greatest extent permitted by law, the Company shall not be liable to the Customer for delays in completing the works.

8. Lien

The Customer hereby grants the Company a lien over the Customer's motor vehicle (including all its equipment accessories and contents) to secure the due payment of all charges arising under this Agreement, including storage charges, interest charges and any additional charges.

9. Payment Default

If the Customer defaults in payment of any amount payable to the Company, then all money which would become payable by the Customer to the Company at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Company may:

(i) charge the Customer interest on any sum due at the prevailing rate of 15% per annum for the period from the due date until the date of payment in full;

(ii) charge the Customer a storage fee with respect to vehicles/parts remaining at the Company's premises in accordance with clause 4.3 above;

(iii) charge the Customer for, and the Customer must indemnify the Company from, all costs and expenses (including without limitation debt collection costs and/or legal costs on an indemnity basis) incurred by it resulting from the default or in taking action to enforce compliance with this agreement or to recover any goods;

(iv) cease or suspend supply of any further goods or services to the Customer; and/or

(iv) by written notice to the Customer, terminate any uncompleted contract with the Customer.

10. Force Majeure

If the Company's performance or observance of any obligations is prevented, restricted or affected by reason of a force majeure event including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the Company's reasonable control, the Company may, in its absolute discretion give prompt notice of that cause to the Customer. On delivery of that notice the Company is excused from such performance or observance to the extent of the relevant prevention, restriction or effect.

13. Notice

Any notice by either party under this Agreement is deemed valid so long as it:

(i) is served personally on the Company or Customer;
(ii) is sent by prepaid post to the Company's trading address;
(iii) is sent by prepaid post to the Customer's last known address;
(iv) is sent by email to the Company or the Customer's nominated address;
(v) is sent via SMS to the mobile number supplied by the Customer.

14. Governing Law

These Terms and Conditions shall be governed by the laws of Western Australia.

15. Waiver

The Company's failure to enforce any of these Terms and Conditions shall not be construed as a waiver of any of the Company's rights.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

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

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.