

TERMS AND CONDITIONS

DEFINITIONS:

1. "I", "me" and "my" refers to the Customer and Sportline Auto refers to Auto Mia c.c. trading as Sportline Auto.
2. "Risk" refers to the possibility of suffering harm or loss of a physical or financial nature and the responsibility for the harm or loss suffered.
3. "Repairers lien" refers to the Sportline Auto right to hold the vehicle and its accessories if any in its possession until I have paid the amount due in full.

1. APPLICATION:

- 1.1 These terms and conditions will apply to the contract of servicing and/or repair work including the replacement or refurbishment of parts (the "work") that will be carried out on any vehicle(s), parts, accessories or other items (the "vehicle").
- 1.2 Subject to paragraph 5 below and the face hereof, I authorise Sportline Auto to carry out the work and to fit parts which in Sportline Auto opinion are necessary to satisfactorily complete the work.
- 1.3 I acknowledge that depending on the nature of the problem I am experiencing with my vehicle, it may become necessary for the Sportline Auto to hold my vehicle overnight to determine the problem and/or test drive the vehicle. Should this be the case, Sportline Auto agrees to notify me at the soonest reasonable opportunity.
- 1.4 I agree that should I fail to grant Sportline Auto the necessary concessions to enable Sportline Auto to properly diagnose and/or correct the problem I cannot hold Sportline Auto liable for any damage of any nature caused wholly or in part as a result of improper diagnosis or incomplete repairs.
- 1.5 If the work to be carried out is covered by a warranty, or maintenance plan and/or service plan of the manufacturer of the vehicle, to extent that the manufacturer will pay the cost of the work and/or parts, then Sportline Auto will obtain the approval of the manufacturer before any work commences. If either the manufacturer refuses to pay for the required work and/or parts, or I am responsible to pay a portion thereof, then Sportline Auto will only proceed with work once I have agreed to pay for it and have specifically authorised Sportline Auto to proceed with the work. The above will also apply to other mechanical breakdown warranties, and/or maintenance and/or service plans.
- 1.6 I agree that all or any part of the work that Sportline Auto will carry out, may be carried out by it or on its behalf by any agent or sub-contractor appointed by Sportline Auto.

2. DELIVERY:

- 2.1 The expected completion date is approximate only and Sportline Auto does not warrant that it will complete the work within the estimated time. Although it will use its best efforts to do so, if Sportline Auto is unable to complete the work on the expected date and/or time of completion, I will not have the right to cancel the contract of the work. I will also not hold Sportline Auto liable for any loss incurred as a result of late delivery unless Sportline Auto or its appointed agents acted negligently.
- 2.2 If I do not take delivery or collect or remove the vehicle for whatsoever reason by the third working day after I have been informed that the vehicle is available to be collected or delivered, I accept that Sportline Auto may charge me billed per day storage charges.

3. PRICE:

The price of the work rendered and/or parts supplied will be at Sportline Auto prevailing standard rates and charges ruling at the time that they complete the work.

4. ADDITIONAL WORK:

- 4.1 If the additional work costs more than the pre-authorisation value, then Sportline Auto will obtain my permission to proceed with the additional work before it starts any additional work.
- 4.2 I agree that Sportline Auto can obtain authorization from me via a telephone instruction at the telephone number I have supplied overleaf.
- 4.3 In the event that Sportline Auto is unable to contact me at the number provided overleaf, then it will not proceed with any work.

5. PAYMENT:

All payments in respect of the work and/or parts supplied in the rendering of these services will be in cash when the work is completed, unless Company and I agree otherwise in writing.

If vehicle is not collected after 3 days of completion a storage fee of R300.00 per day will be charged and there after 3 months will be sold.

6. REPAIRER'S LIEN:

I acknowledge an express repairer's lien in favour of Sportline Auto to secure the amount due to Sportline Auto for all work done and parts supplied in terms hereof.

7. LIMITATION OF OUR LIABILITY:

- 7.1 Except as is provided in law, or is provided for in any express warranty or guarantee that Sportline Auto gives in writing to me which is intended to form part of this contract.
 - 7.1.1 If any work that Sportline Auto effects is defective because of defective parts(s) or workmanship, Sportline Auto undertakes to remedy the defect(s) by either adjusting, repairing or replacing the defective part(s), rectifying the defective workmanship, or granting me a refund; provided this will not apply to goods:
 - 7.1.1.1 that have become defective due to fair wear and tear; or
 - 7.1.1.2 that have been misused or abused; or
 - 7.1.1.3 that have been used by me contrary to the manufacturer's specifications or instructions
 - 7.1.2 Sportline Auto liability as repairer will be limited solely to the reasonable cost of refunding me the amount paid for the work, remedying the defective or unsatisfactory repair(s) and/or replacing the defective part(s) for which Sportline Auto was liable and provided that I notify Sportline Auto of the faulty workmanship within ten days of discovery of the fault which must have occurred within twelve weeks from the date of the delivery of the vehicle to me.
- 7.2 Save as aforesaid Sportline Auto does not make any other representations, unless expressly given in writing.

8. RISK:

- 8.1 I hereby:
 - 8.1.1 Grant you, your employees and your agents permission to drive the vehicle for test purposes and/or to inspect it; and
 - 8.1.2 Agree that you will hold my vehicle in your possession and drive it, and I acknowledge that you do not hold yourself responsible for any loss and/or damage to the vehicle and/or for articles left in the vehicle in the case of fire, theft or any cause whatsoever, unless there was negligence on Sportline Auto part.
- 8.2 You do however agree to exercise due care in looking after my vehicle.

9. JURISDICTION:

Both parties consent to the jurisdiction of the Magistrate's Court in terms of the Magistrate's Court Act, even if the claim by one party may be more than the normal jurisdiction of the Magistrate's Court. Each party may at its discretion, institute legal proceedings in any other court of competent jurisdiction.

10. SERVICE ADDRESS:

I nominate the physical address reflected on the face of the invoice for service of all notices and processes in connection with any claim arising in terms hereof. You may give notice by prepaid registered mail or by hand delivery to my service address.

11. GENERAL:

If any of the terms and conditions in this agreement are found to be invalid then that will not invalidate the remainder of this contract.