

Terms and Condition

Terms and Conditions of Motor Vehicle Repair Agreement

Sai Mechanical Repairs Pty Ltd ("Sai Mechanical Repairs") will carry out the repairs and work (the work) as described on the Job card signed but the owner of the vehicle in respect of the motor vehicle. Sai Mechanical Repairs will supply and fit all necessary parts and materials. The Owner will pay Sai Mechanical Repairs the charges due In respect of the work and the parts and materials supplied by Sai Mechanical Repairs under this Agreement.

Unless otherwise agreed by Sai Mechanical Repairs In writing, the Owner will pay the full amount due on the earlier of the completion of the work or collection of the motor vehicle.

Sai Mechanical Repairs is entitled to increase the charges payable by the Owner for any product or service provided under this Agreement to include any goods and services tax payable by Sai Mechanical Repairs in respect of the supply of that product or service.

If any amount payable by the Owner is not paid by the due date, Interest on that amount will be payable at the rate fixed by law.

The Owner warrants that it is entitled to grant a lien, and hereby grants a lien over the 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.

Sai Mechanical Repairs will notify the Owner when the motor vehicle is available for collection. Actual notice will be enough for these purposes; notice sent by properly pre-paid post will be deemed to be actually given to the Owner two days after posting. If the Owner does not collect the motor vehicle within two days (excluding days on which Sai Mechanical Repairs is not open for business) of Sai Mechanical Repairs giving notice to the Owner, the Owner will pay Sai Mechanical Repairs a storage charge of \$20.00 per day (or part thereof).

The Owner IS personally liable for all amounts payable under this agreement, regardless of any insurance or other contractual arrangement it may have. Unless otherwise agreed. Sai Mechanical Repairs will complete the work in a reasonable time. If an estimated or specific time for completion is given by Sai Mechanical Repairs, it will not be liable for any delay due to circumstances beyond its control.

The Owner authorises Sai Mechanical Repairs to order on its behalf any parts or materials necessary to carry out the work. Unless otherwise agreed in writing, the Owner must pay to Sai Mechanical Repairs the full cost of obtaining any such parts and materials (including any costs arising from currency fluctuations between the date the parts and materials were ordered and paid for)

The servants or agents of Sai Mechanical Repairs may test drive or carry out tests of the motor vehicle at Sai Mechanical Repairs' discretion and may, if requested by the Owner, collect or re-deliver it where nominated by the Owner and Sai Mechanical Repairs will not be liable to the Owner 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 Sai Mechanical Repairs or its servants or agents.

Sai Mechanical Repairs will not, without the Owner's prior authorisation, carry out any work or supply any materials which are not included or referred to in the work. However, the Owner 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 duly authorised, the Owner will be liable to pay for the additional work or materials the amount which is agreed at the time of authorisation or, failing such agreement, a reasonable sum.

Subject to any Australian law implying a non-excludable obligation or right under this Agreement, Sai Mechanical Repairs' liability In respect of faulty workmanship or defective parts is limited to direct rectification and the replacement or repair (at Sai Mechanical Repairs' discretion) of defective parts free of charge. Sai Mechanical Repairs will not be liable in any way for losses or claims arising directly or indirectly from the performance of its obligations under this Agreement.

All parts claimed by the Owner to be defective must be returned at the Owner's expense in order to establish the alleged defect before any replacement or repair must be undertaken.

In this Agreement, where the context allows, references to a gender include the other genders, references to person include corporations and the singular includes the plural

Online Terms

This website at saimechanicalrepairs.com.au (the "Site") is a shopping/browsing website where you can browse, select and order products advertised on the Site Us.

Your access to and use of the Site, including your order of Products through the Site, is subject to these terms and conditions.

Sai Mechanical Repairs does not represent or warrant to the reliability, accuracy or completeness of the information contained on this Site. To the extent permitted by law, Sai Mechanical Repairs is not responsible or liable for any Liabilities (direct, indirect or consequential losses and damages) arising in any way (including without limitation negligence) for errors in, or omissions from, the information in this Site. However, we will endeavour to correct any inaccuracies on the Site once we become aware of them.

Illustrations and photos contained in this Site are sample representation of the Products advertised, and variations may occur from time to time and from store to store. We reserve the right to accept or reject your order for any reason, including (without limitation) if the requested Product is not available, if there is an error in the price or the product description posted on the Site or in your order.

Compliance with these Terms and Conditions

You agree to bound by, and comply with, these terms and conditions by using the Site; completing your registration through the Site; and/or obtaining or ordering Products from us using the Site.

Changes to these Terms and Conditions

We may change these terms and conditions at any time, and such modifications will be effective as soon as they are posted. By continuing to use the Site after these terms and conditions have been modified, you agree to be bound by the changes to these terms and conditions.

Registration

You may complete the customer registration process through the Site before placing an order for Products through the Site. Any personal information that you give us will be held and used by us in accordance with our Privacy Policy contained on this Site.

Placing an Order for Products

You may order Products by selecting and submitting your order through the Site in accordance with these terms and conditions. We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the Site.

Cancelling an Orders

Prior to the dispatch of an order, we may cancel all or any part of an order (including any orders that we have accepted) without any liability to you for that cancellation if:

The requested Products in that order are not available; or there is an error in the price or the product description posted on the Site in relation to the relevant Product in that order; or that order has been placed in breach of these terms and conditions.

If we do so, then we will endeavour to provide you with reasonable notice of that cancellation, and will not charge you for the cancelled order if we cancel it before the delivery date or if you are not at fault or in breach of these terms and conditions.

Prior to the dispatch of an order, you may cancel all or any part of an order (including orders that we have accepted) due to circumstances beyond your reasonable control

(e.g. loss of employment, serious injury or illness) but not if you simply change your mind, without any liability to us for that cancellation. If you do, then you must provide us notice (including reason) before the dispatch of an order. You cannot cancel all or any part of an order after the order has been dispatched by us.

Delivery of Products

Please allow at least ten (10) working days for delivery from the receipt of your order and payment for your order. Delivery time is subject to stock availability, this period may be extended by up to 30 days by us and we will endeavour to provide you with reasonable notice of that extension.

Prices, Fees and Charges

The prices of Products and delivery and other charges displayed on this Site are current at the time of issue, however, SAI MECHANICAL REPAIS reserves the right to change prices at any time before we accept an order from you. All fees and charges identified in these terms and conditions and all prices for the Products as shown on the Site are inclusive of GST (unless otherwise indicated).

Delivery fee are payable in addition to the purchase price of each Product. A number of different delivery methods may be used depending on the type of order.

If the delivery is by courier, products will not be delivered to an unattended address. The courier requires a signature from an occupant at the specified delivery address. If no one is available to sign for the parcel a card will be left and the parcel re-directed to the nearest courier depot. The customer is then responsible for collecting the parcel from that depot or paying an additional charge for re-delivery. We currently ships orders to Australian addresses only.

Warranty and Liability

SAI MECHANICAL REPAIS accepts liability for all legal guarantees and warranties expressed or implied to the transactions under the Competition and Consumer Act 2010, or any other legislation (such as the Fair Trading Acts (or equivalent legislation) in each State and Territory) the effect of which cannot be excluded. However, where

we are permitted by law, we will only: in the case of services, resupply of the services or pay you the cost of resupply; and in the case of goods, replace the goods, supply equivalent goods, repair the goods, pay you for the cost of replacing the goods (or of acquiring equivalent goods), or pay you for the cost of having the goods repaired.

Returns

Unless you notify to the contrary by email, telephone, or facsimile transmission within fourteen (14) days of delivery of any Products and such notification is confirmed in writing within seven (7) days of its receipt by SAI Mechanical repairs, the Products shall be deemed to have been accepted by you.

SAI MECHANICAL REPAIRS will accept product returns and provide you with (at SAI MECHANICAL REPAIRS's discretion) a replacement for the Product (subject to availability) an exchange voucher, refund or repair where: The Product delivered is faulty or is not of merchantable quality, or The Product delivered is not fit for its intended purpose, or The Product delivered does not match the description on the Site.

If the Product delivered is faulty, not of merchantable quality, not fit for its intended purpose, does not match the description on the Site or covered under a warranty from the manufacturer, then please contact us on Vish@saicareairs.com.au and one of our Customer Service Team will assist with your request. To enable us to evaluate your return request, please provide us with: the Order number, invoice number or receipt number; a detailed description of the problem or the reason for your request to the return the Product; photograph(s) of product that is damaged during transportation (if it's required we will advise you which email address to send it to);

We will evaluate your return request and issue you with a Returns Authorisation Notice once we have received details of your return request. We will send you full return instructions and return address. If we feel the problem described requires clarification, we may contact you to clarify in order to provide more efficient service

Special Service Packages Terms and Conditions

From time to time Sai Mechanical Repairs will offer Service Packages to their clients and prospects. The prices offered are general in nature and subject to vehicle inspection and model confirmation. Should the make of the vehicle (or the vehicle condition) require additional servicing attention, parts or servicing labour, an additional fee<s> may be charged.

Sai Mechanical Repairs reserves the right to refuse acceptance of service package flyers entirely at their own discretion. Vehicle make, condition, time of attending the appointment or service timeframe required by the customer are all factors that may lead to service refusal.

The service package offers and savings expressed are indicative of savings that may be experienced by vehicle owners under standard conditions with standard vehicles. Pricing varies from time to time, season to season and between parts. *prices start from the advertised price and savings are up to the advertised price depending upon the make, model, and service required on the vehicle.