

BD Automotive Group (PTY) Ltd – Trading as BD Auto Car Service Centre
INDUSTRY GUIDELINES - STANDARD TERMS AND CONDITIONS

THESE ARE THE TERMS AND CONDITIONS RELATING TO YOUR RIGHTS AND OTHER MATTERS IN RESPECT OF THE REPAIR, MAINTENANCE AND / OR REPLACEMENT WORK ("THE WORK") TO BE CARRIED OUT ON THE GOODS. SAVE WHERE EXPRESSLY STATED OTHERWISE, THE EXPRESSION "GOODS" WHEREVER USED IN THESE TERMS AND CONDITIONS INCLUDES VEHICLE, TRAILER, AND EACH AND EVERY COMPONENT OF A VEHICLE AS A SEPERATE UNIT.

1. THE SOUTH AFRICAN AUTOMOTIVE INDUSTRY GUIDELINES ("SAAICC").

2. RIGHT TO CHOOSE

2.1 In the event of additional work not authorised in terms of the estimate becoming necessary, BD AUTO CAR SERVICE CENTRE shall provide me with the estimation pertaining to such additional work and shall obtain my prior approval before carrying out the additional work.

2.2 In the event that I have authorised additional work to be carried out as is contemplated in clause 2.1 above, such additional work shall be subject to all these terms and conditions and shall not be deemed to constitute or create a new or separate contract.

2.3 I have the right to cancel the work at any time provided that is such cancellation takes place:

2.3.1 at a reasonable time before BD AUTO CAR SERVICE CENTRE is to commence with the work or any portion thereof (including disassembling of the goods), then no cancellation charge will be levied;

2.3.2 at any other time that the time contemplated in paragraph 2.3.1, then I will be liable to pay a cancellation charge which shall include, but shall not be limited to the labour for the work carried out up to the time of cancellation, a reassembling fee and the cost of all parts and accessories installed into the goods.

2.4 I have been informed that BD AUTO CAR SERVICE CENTRE does not collect, or arrange for goods to be collected, and I am therefore required to deliver the goods to the premises of BD AUTO CAR SERVICE CENTRE for the work to be carried out and shall ensure that the goods are, and will remain, available to BD AUTO CAR SERVICE CENTRE during normal working hours (Monday to Friday from 07h30 to 17h00).

2.5 Any part of the work to be carried out in terms of the estimate may be carried out by any agent or subcontractor appointed by BD AUTO SERVICE CENTER.

2.6 I have the right, prior to taking delivery, to examine the parts, components and workmanship, for purposes of quality and description, without removing the goods from the BD AUTO SERVICE CENTER's premises, or disassembling the goods in whole or in part, or taking any parts or components or having taken them apart.

2.7 Should the goods, or any parts or components thereof, be damaged during my examination thereof as a result of my gross negligence, recklessness, malicious (deliberate) behaviour or criminal conduct:

2.7.1 I will remain liable for payment of the authorised cost of the work as set out in the estimate; and

2.7.2 BD AUTO CAR SERVICE CENTRE shall not be obliged to restore the goods, or any parts or components, as the case may be, to any condition, and

2.7.3 I WILL NOT HOLD BD AUTO SERVICE CENTER RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY WHICH I MAY SUFFER AS A RESULT OF MY AFOREMENTIONED CONDUCT

2.8 The risk of damage or loss of the goods will remain my risk at all times and BD AUTO CAR SERVICE CENTRE will only be responsible for any loss, directly or indirectly attributable to its gross (intentional) negligence.

2.9 The BD AUTO SERVICE CENTER, or any of its designated employees or any employee of its designated third party service providers, is entitled and authorised to drive the goods on the road, or elsewhere, if required to do so in connection with any inspection, or work, or other purposes for which the goods are accepted by the BD AUTO SERVICE CENTER, including, but not limited to, the testing of the goods, determining the nature of the work to be carried out, taking the goods to any other third party Service Provider.

2.10 Any dates given for delivery and completion of the work are estimates only and no exact delivery date or time has been agreed and that BD AUTO CAR SERVICE CENTRE is not in a position to promise any delivery date or time.

2.11 BD AUTO CAR SERVICE CENTRE will carry out the work as soon as is reasonably possible (bearing in mind that BD AUTO CAR SERVICE CENTRE is dependent on the availability of parts and accessories) and no exact delivery date and time has been agreed and BD AUTO CAR SERVICE CENTRE cannot warrant any delivery dates or times.

3. RIGHT TO EQUALITY IN THE CONSUMER MARKET

I have the legal capacity (i.e. the law allows me) and authority (permission) to enter into this agreement.

4. RIGHT TO PRIVACY

4.1 I may:

4.1.1 refuse to accept;

4.1.2 inform BD AUTO CAR SERVICE CENTRE in writing to discontinue; or

4.1.3 register a pre-emptive block with the Administrator of the Registry for Direct Marketing against, any direct marketing communication from the BD AUTO SERVICE CENTER.

4.2 I have been informed that I can obtain any information regarding the Registry for Direct Marketing from the National Consumer Commission (DTI Customer Contact Centre number: 0861 843 384 or 012 394 9500).

4.3 BD AUTO CAR SERVICE CENTRE may not disclose any of my personal information other than for the purposes set out in this agreement, unless required by a court of law or under any applicable legislation.

5. RIGHT TO DISCLOSURE AND INFORMATION

5.1 The authorised cost of the work shall be paid by me in South African currency, free of exchange and any other charges at such address in the Republic of South Africa as BD AUTO CAR SERVICE CENTRE may require without any deduction or right to set off.

5.2 The work is completed for the purposes of these terms and conditions when I have received notice from BD AUTO CAR SERVICE CENTRE that the goods are ready for collection.

5.3 Although payment for the work is only due on completion of the work, BD AUTO CAR SERVICE CENTRE may demand a deposit before commencing the work or in the course of carrying out any work.

5.4 The price relating to any work done, or parts or components supplied, in relation to the goods, by the order of any employee in my employ, or by any person who is reasonably believed to be acting as my agent, or by the order

of any person to whom BD AUTO CAR SERVICE CENTRE is entitled to make delivery of the goods, shall be paid for by me.

5.5 If BD AUTO CAR SERVICE CENTRE informs me that the goods are ready for collection and I don't collect the goods from the premises of BD AUTO CAR SERVICE CENTRE within 3 (three) business days of being so informed, then BD AUTO CAR SERVICE CENTRE will be entitled to recover storage fees from me calculated at the industry prevailing rate calculated from the date on which I was informed to collect the goods until the date on which I actually collect the goods (both days included).

6. RIGHT TO FAIR AND RESPONSIBLE MARKETING

I have not been approached by BD AUTO CAR SERVICE CENTRE or any of its employees either personally, by way of electronic communication (including fax, telephone, SMS or email) or by way of mail for the direct or indirect purpose of enticing me to enter into this agreement.

7. RIGHT TO FAIR AND HONEST DEALING

I have had a proper opportunity to consider the implications of this agreement (including the estimate) and I enter into this agreement out of my own free will and without any undue influence by BD AUTO CAR SERVICE CENTRE or any of its employees.

8. RIGHT TO FAIR, JUST AND REASONABLE TERMS AND CONDITIONS

8.1 Any change to the terms and conditions of this agreement will only be valid if it is made in writing and signed by both of us.

8.2 No granting of any leeway or the granting of any extension of times shall be a waiver of any of our rights under this agreement and will not create a novation of this agreement (new agreement).

8.3 This agreement shall be interpreted and determined according to the laws of the Republic of South Africa.

8.4 If any clause in this agreement is found to be unenforceable, such clause shall be separated from this agreement which separation shall not affect the enforceability of the balance of the agreement (i.e. this Agreement will be read as if the unenforceable clause never formed part of this document).

8.5 For the purpose of service of any legal documents or notices in terms of this agreement the parties choose the address on the face of the agreement for delivery or service of any legal documents or notices in terms hereof.

8.6 If a party is in breach of this agreement, the innocent party will have the right to recover all legal costs and disbursement on an attorney-and-client scale (i.e. the scale of recovery of legal fees and disbursements prescribed by legislation).

8.7 BD AUTO CAR SERVICE CENTRE shall have a general lien on the goods and all its contents (a general right to keep the goods as security) for all monies owing to BD AUTO CAR SERVICE CENTRE by me on any account whatsoever.

8.8 I have had a proper opportunity to consider the implications of this agreement (including the estimate) and I enter into this agreement out of my own free will and without any undue influence by BD AUTO CAR SERVICE CENTRE or any of its employees.

8.9 BD AUTO CAR SERVICE CENTRE shall be entitled to charge industry related storage fees during any period in which goods are retained by or on behalf of BD AUTO CAR SERVICE CENTRE by virtue of the lien in paragraph 8.7.

8.10 Any amount indicated on any invoice issued by BD AUTO CAR SERVICE CENTRE will be regarded as a liquidated amount (an amount that is easily determinable) and as such amount will be prima facie (on the face value thereof) regarded as correct.

9. RIGHT TO FAIR VALUE, GOOD QUALITY AND SAFETY

9.1 I have been informed that BD AUTO CAR SERVICE CENTRE uses genuine and/or OEM replacement parts in carrying out the work and warrants any new or reconditioned parts installed during the work and the labour required for the installation, for a period of 3 (three) months after the date of installation.

9.2 If the goods are subject to a Manufacturer's Warranty, such warranty will run concurrently with any other statutory warrant applicable to the goods;

9.3 I have been informed that any applicable warranty will:

9.3.1 be void if I do not strictly comply with the terms and conditions of such warranty;

9.3.2 not apply to ordinary wear and tear and normal usage of the goods;

9.3.3 be void if the goods or the parts have been subjected to misuse or abuse or have been equipped with grey (i.e. parts authorised South African Distributor) or pirate (counterfeit) parts.

9.4 BD AUTO CAR SERVICE CENTRE shall, subject to clause 9.5 below, return all parts and accessories removed by it in the course of carrying out the work to me, if I have requested it to do so; provided that the return of the parts and accessories are not prohibited by any applicable legislation.

9.5 BD AUTO CAR SERVICE CENTRE shall not be obliged to return the parts and accessories removed by it in the course of carrying out the work, if such parts from the subject of a warranty or insurance claim, in which event I authorise BD AUTO CAR SERVICE CENTRE to return the parts or accessories to the relevant Manufacturer or Insurer.

9.6 If I decline the return of any parts or accessories removed by BD AUTO CAR SERVICE CENTRE in the course of carrying out the work, such parts and accessories will be deemed to be wholly abandoned to BD AUTO CAR SERVICE CENTRE and accordingly, they shall become the property of the BD AUTO SERVICE CENTER.

9.7 I have been advised to remove all items of value not required in order to carry out the work on the goods when leaving it on the BD AUTO SERVICE CENTER's premises.

9.8 BD AUTO CAR SERVICE CENTRE cannot accept liability for any loss or damage to any item left in the goods unless such loss or damage is caused by a lack of reasonable care on the part of the BD AUTO SERVICE CENTER.

10. THE RIGHT TO BE HEARD AND OBTAIN REDRESS

10.1 In the event of a complaint by me, or a dispute arising between us, as to the subject matter of this agreement, or the interpretation hereof, I shall inform BD AUTO CAR SERVICE CENTRE in writing of the exact extent and nature of the complaint or dispute where after we, the parties, will attempt to resolve the matter within 7 (seven) business days, failing which, any one of us can refer the matter to the RETAIL MOTOR INDUSTRY ORGANISATION and then the relevant accredited Ombud of the Motor Industry.

10.2 Notwithstanding the contents of clause 10.1, either party has the right to approach a competent court for adjudication.

11. SIGNATURE

I HAVE READ THE ABOVE TERMS AND CONDITIONS AND CONFIRM THAT THEY ARE TO MY UNDERSTANDING AND AGREE TO BE BOUND THERETO.

Customer Signature

Service Advisor Signature: