

## TERMS & CONDITION FOR THE SUPPLY OF SERVICE & REPAIRS (SERVICE) - 20160913

1. We/Us/Our means Camden Machinery & Tractors.
2. You/ Your means the person, company, trust or business referred to on the reverse side.
3. Unit means the Unit You have asked Us to service or repair.
4. Terms refers to these terms and conditions.
5. We will repair Your Unit as described and for the estimated charges shown on the reverse side (unless such estimated charges are subsequently revised with Your written or oral consent).
6. When the Unit is covered by warranty or an extended service contract, We will perform repairs under the terms of such warranty or extended service, provided that You have presented satisfactory proof of the Unit's eligibility for such repairs.
7. You will be responsible for any additional charges applicable under or beyond Your Unit's warranty or extended service contract, including any applicable tax.
8. We may subcontract with other service providers for the repair of Your Unit.
9. Unless Your Unit is repaired under warranty or extended service contract without any charge, You will promptly pay Us the estimated charges identified on the reverse side plus any additional charges subsequently agreed to by You.
10. Your payment is due when the Unit is returned to You by Us. Unless specified otherwise, the estimated amount includes all parts, labour, any transportation required for the repair of the Unit, and any applicable tax.
11. Unless We otherwise agree (which in Our absolute discretion We reserve the right to refuse), You will pay to Us all sums due promptly without deduction or deferment on account of any claim, counterclaim or set off.
12. If for whatever reason, all or any part of the payment remains unpaid 30 days after the date of the invoice, We may by Notice add interest at 2% above the minimum lending rate of the Commonwealth Bank of Australia for any period in excess of 30 days. If We take action to recover the payment You shall also pay Us on Notice Our actual legal costs and outlays of and incidental to the recovery action on a full indemnity basis.
13. If We determine, while inspecting Your Unit, that repairs are needed due to failures of non-genuine parts or repairs are due to damage caused by abuse, misuse or misapplications, We reserve the right to return the Unit to You without repairing it.
14. If the requested repairs require labour and/or parts not specified on the reverse side We may seek Your approval to revise the estimate. If You do not agree that We may revise the charges, We may return Your Unit subject to the right to payment for works carried out up to the point of return.
15. In repairing Your Unit under Your Unit's warranty or extended service contract, We may use new, used or reconditioned parts, as permitted by the terms of such warranty or extended service contract. If repairing parts outside of the warranty or extended service contract, We may use new, used or reconditioned parts. We will retain any replaced part as Our property, and the replacement part will be Your property. Replaced parts may be repairable and are exchanged or repaired by Us for value. To the extent permitted by applicable law, You hereby waive any right You may have to receive any replaced parts. If applicable law requires Us to return a replaced part to You, You agree to pay Us the additional cost of the replacement item.
16. If We repair Your Unit under warranty or extended service contract, the repairs will be covered solely by the terms of the warranty or extended service contract and any applicable provisions of law.
17. If Your Unit is repaired outside of warranty, We warrant that:
  - a. repairs will be performed in a competent and workmanlike manner; and
  - b. all genuine parts used to repair Your Unit will be free from defects in materials and workmanship for a period of twelve (12) months, unless otherwise specified by Us.
  - c. all non-genuine parts used to repair Your Unit will be free from defects in materials and workmanship for a period of ninety (90) days, unless otherwise specified by Us.
18. If a defect exists in a replacement part during the part's warranty period as identified in the preceding sentence, We will in our sole discretion:
  - a. repair the part, using new, used or reconditioned parts; or
  - b. replace the part with a new, used or reconditioned equivalent part; or
  - c. refund the fair market value of the part as determined by the manufacturer.
19. If You have not claimed Your Unit and paid all charges due within sixty (60) days after being notified by Us that Your Unit is available to be returned to You, We will consider Your Unit abandoned. We will provide such notice to You at the mailing address You furnished when You authorised the repairs. We may dispose of Your Unit in accordance with applicable provisions of law, and specifically may sell Your Unit without liability to You. We reserve all statutory and any other lawful liens for unpaid charges.
20. To the extent permitted by law, We will not be responsible in tort, contract or otherwise for any loss or damage, including consequential loss suffered by You, including:
  - a. any loss or damage to or deterioration of the Unit;
  - b. any delay or failure to deliver the Unit to You for any reason;
  - c. Our negligence, willful act or default or that of any other person;
  - d. the conversion or misappropriation of the Unit by the willful misconduct of Our servants or agents,
  - e. any loss or damage however arising from goods supplied, fitted or installed to the Unit in the course of providing Services, whether or not the loss or damage occurs in the course of performance by Us of this contract or in events which are:
    - i. in the contemplation of Us and/or You;
    - ii. in events which are foreseeable by Us and/or You; or
    - iii. in events which would constitute a fundamental breach of this contract.
21. In the case of a breach of guarantee under the Competition and Consumer Act (Cth) 2010 for loss or damage caused to or suffered by You, Our liability is limited, at Our election to:
  - a. the resupply of the Services; or
  - b. the payment of the cost of resupplying the Services to You.For the purposes of this clause, the value of the Unit is its value at the place and time it is delivered to Us for the purpose of the relevant Services or at the place and time they should have been delivered. Nothing in this clause excludes the operation of Australian Consumer Law where applicable.
22. We will have a general lien on any Unit, as well as goods and documents relating to any such Unit, in its possession, custody or control for all sums due and payable by You or the Owner, in respect of the Services to any Unit under lien or of any earlier Services on any other Unit, and will be entitled to sell or dispose of such Unit, goods or documents as agent for and at the expense of You and apply the proceeds in or towards the payment of the sums due and payable to Us.
23. Upon accounting to You for any balance remaining after payment of any sum due to Us and the cost of sale and disposal, We will be discharged from any liability whatsoever in respect of the Unit, goods or documents.
24. Notwithstanding any arrangement between You and Us regarding credit, the title to and property in goods at any time sold by Us to You shall not pass to You until all monies owed by You to Us have been paid in full to Us and the title and property in any such Goods shall remain solely with Us until such payment as aforesaid.
25. Pending payment of all monies due to Us, the following shall apply:
  - i. You shall hold the goods as Trustee for Us;
  - ii. You shall not mortgage or pledge the goods to any Person;
  - iii. You shall pay the proceeds of any sale of the goods by it into a bank account separate from all other such accounts conducted by it if it does not cause those monies to be paid directly to Us;
  - iv. You shall pay the monies received by You and arising from the sale of the goods to Us immediately notwithstanding any other arrangement between any other party as to the payment or credit and that part of such monies received by You as aforesaid which is equal to the monies owing to Us for the goods shall never become Your property and shall be held on trust by You on behalf of Us;
  - v. You shall retain records in relation to the purchase and sale of the goods;
  - vi. We shall be entitled at any time to take possession, by reasonable force if necessary, of the goods and for that purpose to enter upon any property where the goods may be.
26. These Terms are the only ones that govern Our repair of Your Unit. No other oral or written terms or conditions apply, including any terms or conditions contained in any purchase order that You provide to Us. No one has authority from Us to vary any of these Terms.
27. You agree and understand that it is necessary for Us to collect, process and use Your personal data in order to perform the service and support obligations under these Terms. We will abide by the Privacy Act (Cth) 1988 in its collection and storage of Your personal data.
28. The laws of the New South Wales, Australia will govern this Agreement.
29. If any provision of these Terms is deemed to be unenforceable, illegal or void, then it is severed and the rest of the Terms remain in force.
30. No failure by Us to exercise and no delay in exercising any right, power or remedy under these Terms will operate as a waiver. Nor will any single or partial exercise by Us of any right, power or remedy preclude any other or further exercise of that or any right power or remedy.
31. If by reason of any fact, circumstance, matter or thing beyond Our reasonable control, We are unable to perform in whole or in part any obligation under these Terms, We shall be relieved of that obligation under this contract to the extent and for the period that it is so unable to perform and shall not be liable to You in respect of such liability.