

In these Terms and Conditions:

ACL means the Australian Consumer Law Schedule of the Competition and Consumer Act;

Company shall mean ECONET TECHNOLOGIES PTY. LTD. trading as Alchemy Cosmetic Car Repair or any subsidiary or associated company thereof.

Contract shall mean these terms and conditions, a signed quotation and any other documentation or communication between the Company and the Customer.

Customer shall mean the person, firm or company identified in or by means of the Contract as authorising contracted works, goods or services.

"Confidential Information" means any and all information of a party that:

- (a) is by its nature confidential or proprietary;
- (b) is provided by the party to the other party, or that the other party creates or becomes aware of in the course of conducting using or occupying the Premises; and
- (c) the other party knows or ought to know is confidential or proprietary,
- (d) financial and accounting information;
- (e) in the case of the Customer, its personal information;
- (f) sensitive information, personal information and any other information subject to Privacy laws; and
- (g) all other commercial, financial, legal and technical information, whether written, oral or in other recorded or tangible form and whether provided before, on, or after the date of these Terms.

"Consumer" is as defined in the ACL and in determining if the Customer is a consumer, the determination is made if the Customer is a consumer under the Agreement;

"Customer" means the person, jointly and severally if more than one, acquiring goods or services from the Company;

"GST" means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;

"PPSA" means the Personal Property Securities Act 2009 as amended;

"Premises" means any premise of the Company where the goods are sold and the services are provided; and

"Terms" means these Terms and Conditions.

1. Formation of Contract

All works will be undertaken and all goods supplied by the Company subject to these terms and conditions and, subject to the ACL, no other terms, conditions or warranties are to be implied into the Contract unless expressly accepted in writing by an authorised representative of the Company.

2. Quotations and Estimates

The Company shall only be bound by prices quoted in writing and for a specified time on such quotes. Unless specifically agreed in writing, all work is assessed on an estimate basis and time for completion of any work is not essential. Where the Company provides a quotation to a Customer, that quotation shall be available for acceptance by the Customer for a maximum period of fourteen days, unless otherwise expressly agreed in writing by an authorised representative of the Company. The Company may by written or oral notice withdraw any quotation at any time prior to the Customer's acceptance.

Where the Company provides the Customer with an estimate for any works to be undertaken or goods supplied, such estimate shall be provisional only and will be subject to variation in the price of parts, materials, labour or other costs and charges where any such may increase between the date of estimate and the completion of the works or the supply of the goods by the Company. Furthermore, in the case of service and repair, any estimate will also be dependent upon any further works or parts

identified as being necessary by the Company. The Company reserves the right to make a change with respect to any estimate provided to a Customer or their authorised agent.

Agreement by the Customer to any estimate provided by e-mail, verbal or telephone will be deemed as an acceptance by the customer for the Company to carry out repairs at the agreed time.

All prices are exclusive of GST. Any GST will be added and charged at the rate in force at the time the estimate was prepared. The GST charged to the Customer on completion of the service or repair will be the rate applicable at that time.

3. Cancellations

Cancellations made by the Customer less than 24hrs prior to the agreed repair date will be subject to a cancellation charge of \$88.00 inclusive of GST. If the Customer is not available and cannot be contacted via any contact numbers or emails supplied on the agreed repair date for whatever reason a charge of 75% of the total original estimated price is payable within 7 days of such repair date. There are no charges applicable for work that is re-scheduled to a mutually convenient time providing that 24hrs notice is given.

4. Payment

Payment is required to be made by the Customer upon or before satisfactory completion of repairs as agreed in any estimate. The preferred method of payment is by debit card or cash. Payment by credit card attracts a surcharge equaling the current banking charges for the particular card used to complete the transaction. Payment by cheque or EFT is at the discretion of the Company. The Company may, in its absolute discretion, refuse to release the Customer's vehicle or ordered goods until payment has been completed in full and in clear funds.

All account customers will be required to complete an Account Application prior to any work being commenced. Full payment of the statement amount is required within seven days of the date the statement was produced.

No disputes arising under the Contract, nor delays beyond the reasonable control of the Company, shall interfere with prompt payment in full by the Customer.

If the Customer fails to make any payments due 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, without prejudice to any of its other accrued or contingent rights charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus 2% for the period from the due date until the date of payment in full; charge the Customer for, and the Customer must indemnify the Company from, all costs and expenses (including without limitation all legal costs and expenses) incurred by the Company resulting from the default, or in taking action to enforce compliance with the Agreement, or to recover any goods, or to recover any sum due; cease or suspend supply of any further goods or services to the Customer; by written notice to the Customer, terminate any uncompleted Contract with the Customer.

5. Deposit

The Company reserves the right to require the Customer to pay a deposit on the ordering of any goods or contracting for any of the services provided by the Company, such deposit to be determined by the Company at the time of order or contract.

If the Customer shall fail to pay for the goods or services as supplied by the Company within 7 days of notification that the same are available for collection or supply, the Company shall be entitled to treat the Contract as rejected by the Customer. In this event the Company may retain any deposit or part thereof without prejudice to the Company's rights to recover from the Customer by way of damages any loss or expense which the Company may suffer or incur by reason of the Customer's default and the Company shall be entitled to dispose of any parts or accessories as they shall think fit and shall not be under any liability to account to the Customer for the price received for such goods or for the said deposit.

6. Vehicle Safety

The Company reserves the right to refuse to carry out any repairs, servicing or other works on any vehicle which, in their sole opinion, they consider to be un-roadworthy or unsafe. Furthermore, the Company may refuse to carry out any works which may,

in their sole opinion, render a vehicle unsafe or which may otherwise have a detrimental effect on other parts of the vehicle.

The Company reserves the absolute right to refuse to hand back to the Customer any vehicle, which it considers, in its sole opinion, to be un-roadworthy or unsafe and where it has reasonable cause to believe that such vehicle may be used on the public highway.

Where the Company is undertaking works for the Customer and identifies, in its sole opinion, a need for further essential safety related repair, the Customer will be advised accordingly. Should the Customer refuse to authorise such further repair, the Company reserves the right to arrange for the vehicle to be returned to the Customer at the Customer's cost.

7. Collection

The Company will only release the vehicle to the Customer after repairs are completed, unless it is requested by the Customer to release the vehicle to the Customer's agent.

8. Storage

If the vehicle is not collected by the Customer as advised by the Company, or arrangements have not been made for its collection after completion of the works has been notified to the Customer in writing, weekly storage charges (at pro-rata daily amount) will apply to the storage of the vehicle at the rate applicable at the time. This provision may also apply if authority to proceed is not given within a reasonable time of an estimate having been submitted.

9. Lien and Personal Property Securities Act

The Company reserves the right to hold a vehicle after the completion of its repairs until such time as the account is paid in full.

The parties agree that the PPSA applies to these Terms.

For the purposes of the PPSA:

- (a) terms used in this clause 9 that are defined in the PPSA have the same meaning as in the PPSA;
- (b) these Terms are a security agreement;
- (c) the Company has a security interest in all present and future goods supplied by The Company to the Customer and the proceeds of the goods;
- (d) the Company has a Purchase Money Security Interest that secures the Customer's obligation to pay in full the debt owed by the Customer to The Company in relation to the goods;
- (e) the security interest is a continuing interest irrespective of whether there may be monies owing or obligations owing by the Customer at a particular time; and
- (f) the Customer must do whatever is necessary in order to give a valid security interest over the Goods which are able to be registered by The Company on the Personal Property Securities Register.

The security interest arising under this clause attaches when vehicle is brought to the Premises or any goods are sold or services provided to the Customer. The parties have not agreed that any security interest arising under this clause 9 attaches at any later time.

Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

To the extent permitted by the PPSA, the Customer agrees that:

- (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on The Company will only apply to the extent that they are mandatory or The Company agrees to their application; and
- (b) where The Company has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

The Customer must immediately upon the Company's request:

- (a) do all things and execute all documents necessary to give effect to the security interest created under this Contract; and
- (b) procure from any person considered by the Company to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Company may at any time require.

The Company may allocate amounts received from the Customer in any manner the Company determines, including in any manner required to preserve any Purchase Money Security Interest that it has in goods supplied by the Company.

10. Sub-Contract

The Company reserves the absolute right, exercising its sole discretion, to arrange for any repair, service or other works to be undertaken by a qualified contractor. The Company shall not be obliged to disclose to the Customer any details of any such repair, service or other works so sub-contracted.

11. Replacement Parts

All parts replaced, other than those exchanged for replacement parts, or those subject to a warranty claim become the property of the Company unless the Customer requests their return prior to the commencement of repairs. Parts to be returned to the Customer will be retained for a maximum period of 7 days from the date the vehicle is collected, after which time they will be disposed of.

12. Repair Work

All repairs will be completed to a S.M.A.R.T. standard.

It is the Customer's responsibility to make the Company representative aware of any previous repairs done to the vehicle. The Company accepts no responsibility for previous repair work not completed by the Company, whether apparent before or during the course of any repair work. Any previous repair work is exempt from any guarantees provided under the Company's warranty.

No responsibility is taken for any type of existing corrosion or rust to repaired panels, and such rust and corrosion is excluded from warranty provided by the Company.

The Company accepts no responsibility for paintless dent removal where the dent is sharp, stretched or paint integrity is deficient in any way, whether apparent before or during the course of any repair work.

If it becomes apparent during the course of work that extra costs will be incurred to complete the repair to a satisfactory standard, then the Company will cease the work and the Customer will be notified prior to continuing the repairs.

13. Delays & Force Majeure

The Company will use its best endeavours to complete the repair, service or other works by the date and time requested by the Customer. If the Customer purchases parts or accessories from the Company, the Company will use its best endeavours to ensure availability of the same by the date and time requested. However, the Company will offer no guarantee with respect to the completion of works or the delivery date and time and the Company cannot accept responsibility for delay resulting from the non or late availability of parts, spares, accessories or other reasons beyond its control. The Company disclaims all liability for any parts purchased by the Customer from a third party and provided to the Company to fit them, will not carry any warranty by the company including fit, suitability, reliability or function.

In the event of the performance of any obligation accepted by the Company being prevented, delayed or in any way interfered with by any direction of government or other competent authority, industrial dispute, act of terrorism, act of God, strike, breakdown of plant or machinery, accident, fire or by any other cause beyond the Company's reasonable control, the Company may, at its sole option, suspend performance or cancel its obligation under the Contract without damage or consequential loss arising against the Company.

14. Courtesy Vehicle

(The Customer is referred to the separate terms and conditions applicable to the Loan Form Agreement)

In the event that repairs or other works are being carried out to a vehicle under these Terms, the Company may, in its sole discretion, provide the Customer with a courtesy vehicle. The Company shall select any courtesy vehicle that it deems suitable and the provision of such courtesy vehicle is subject to availability. The Customer shall be obliged to comply with the terms of the

loan form agreement referred to above.

15. Liability

The Company will take reasonable care of any vehicle in its custody. However, the Company does not accept any liability in relation to the items of personal property or business goods left in the vehicle by the Customer. The Customers must ensure that all valuable items of personal property or business goods are removed from the vehicle prior to it being delivered to the Premises or prior to commencement of any repair or other contracted works.

Where by agreement with, or on the instructions of the Customer, the vehicle is left outside the Premises, before or after normal business hours, or at an unfenced part of the Premises, any risk or loss or damage however caused will be borne by the Customer.

Except as the Terms specifically state, or as contained in any express warranty provided in relation to the goods or services, these Terms do 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.

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. If this clause does not apply, then other than as stated in the Terms or any written warranty statement, the Company is not liable to the Customer in any way arising under or in connection with the sale or repair of goods or provision of services.

The Company is not liable for:

any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, other than if the Customer is a consumer, then to the extent the loss was reasonably foreseeable; or any loss or damage suffered by the Customer in relation to any services provided by third parties.

Nothing in these Terms is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be so excluded, restricted or modified.

16. Guarantee

The Company will without prejudice to its right, correct all faults in goods or services carried out by the Company and occurring by reason of the Company's default or negligence and shown to be such to the Company's satisfaction.

The Company will guarantee all repair works against failure due to faulty workmanship provided that the vehicle is taken back to the Company, or to a third party repairer as expressly authorised by the Company. This will not affect any of the Customer's statutory rights. Any parts, spares or accessories fitted or supplied by the Company will be entitled to the benefit of any warranty given by the manufacturers of any such items.

All S.M.A.R.T. repairs are guaranteed for a period of twelve months against faulty workmanship or incorrect application of repair products. Repairs to textured plastic body trim are guaranteed for a period of 6 months against faulty workmanship or incorrectly applied repair products. Paintless dent removal will be guaranteed for a period of twelve months against faulty workmanship. Alloy wheel repairs are guaranteed for a period of 6 months against faulty workmanship or incorrectly applied repair products. Damage caused by incorrect care is not covered under the guarantee. The use of acid cleaners and brake dust corrosion is not covered under the guarantee for alloy wheel repairs. Aftercare instructions will be provided by the Company either verbally or in writing after the repairs are completed and must be followed to ensure the durability of any repairs. A copy of the original invoice is required for any guarantee work to be considered.

17. Errors and Omissions Excepted

Every care is taken to ensure that all information given is present and correct, although errors may exist. If you find an error or

omission, please let us know, and it will be corrected as soon as possible after verification. It is advisable to check both specification and pricing before ordering or using information provided.

18. Online and telephone sales

Where the Customer is a Consumer and this Contract has been conducted without any face to face contact between the Company and the Customer, or anyone acting on each party's respective behalf, the Customer has the right to cancel this Contract without giving any reason within 14 days from the date of purchase or the date of provision of instructions by the Customer to the Company to carry out any services and no service will be performed within this period unless the Customer expressly requests it.

To exercise the right to cancel this Contract, the Customer must provide its written notice of cancellation of this Contract to the Company by mail or email.

If the Customer requests any service to be provided during the 14 day cancellation period, the Customer loses the right to cancel the Contract. The Customer shall pay the Company an amount which is in proportion to the service performed until they communicated their cancellation of the Contract.

If the Customer correctly cancels this Contract in writing, the Company will reimburse to the Customer all payments received from the Customer under this Contract, (accounting for and deducting any funds spent on goods or time spent providing services) not later than: 14 days after the date on which the Company receives any goods sent to the Customer back in original condition and packaging; or (if earlier) 14 days after the day the Company receives evidence that the Customer has returned the goods ordered; or if there were no goods supplied, 14 days from receipt of cancellation notice in relation to this Contract.

The Company will reimburse the Customer using the same means of payment as the Customer used for the initial transaction, unless the Customer and the Company have expressly agreed otherwise.

The Company may withhold reimbursement until the Company has received any goods back or the Customer has sent evidence of having sent back any goods to the Company, whichever is the earliest. The Customer should, at its cost, send back any goods or deliver them back to the Company, without undue delay and in any event not later than 14 days from the date of the written cancellation notice of this Contract.

19. Guarantee

To the extent permitted by law no warranty is given or implied by the Company as to the quality of goods sold or the services or their fitness for any particular purpose whether known to the Company or not.

20. Notices

A notice must be in writing and handed personally or sent by email or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by or email are deemed to be received on confirmation of successful transmission.

21. Severability

In the event of any provision of these terms and conditions being or becoming void in whole or in part the other provisions of these terms and conditions shall remain fully valid and enforceable and void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these Terms.

22. Miscellaneous

1. The Company can terminate this Contract by providing 7 days' written notice to the Customer.
 2. The law of Victoria from time to time governs the Terms.
 3. The Customer undertakes to keep all Confidential Information confidential.
-