

Terms and Conditions of Motor Vehicle Repair Agreement

1. Spyder Automobiles Pty Ltd ACN 006 556 083 ("Spyder") will carry out the repairs and work (the work) described on page 1 of this Agreement in respect of the motor vehicle. Spyder will supply and fit all necessary parts and materials.
2. The Owner will pay Spyder the charges due in respect of the work and the parts and materials supplied by Spyder under this Agreement. Unless otherwise agreed by Spyder 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.
3. Spyder 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 Spyder in respect of the supply of that product or service.
4. 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 from time to time under Section 2 of the Penalty Interest Rates Act 1983 (Vic).
5. 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 under clause 10. Spyder will notify the Owner when the motor vehicle is available for collection. Actual notice will be sufficient 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 Spyder is not open for business) of Spyder giving notice to the Owner, the Owner will pay Spyder a storage charge of \$20.00 per day (or part thereof).
6. The Owner is personally liable for all amounts payable under this Agreement, regardless of any insurance or other contractual arrangement it may have.
7. Unless otherwise agreed, Spyder will complete the work in a reasonable time. If an estimated or specific time for completion is given by Spyder, it will not be liable for any delay due to circumstances beyond its control.
8. The Owner authorises Spyder 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 Spyder 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).
9. The servants or agents of Spyder may test drive or carry out tests of the motor vehicle at Spyder's discretion and may, if requested by the Owner, collect or re-deliver it where nominated by the Owner and Spyder 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 Spyder or its servants or agents.
10. Spyder 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.
11. Subject to any Australian or Victorian law implying a non-excludable obligation or right under this Agreement, Spyder's liability in respect of faulty workmanship or defective parts is limited to direct rectification and the replacement or repair (at Spyder's discretion) of defective parts free of charge. Spyder will not be liable in any way for losses or claims arising directly or indirectly from the performance of its obligations under this Agreement.
12. 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.
13. This Agreement is governed by the law of the State of Victoria.
14. 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.