

## TERMS AND CONDITIONS

1. The Customer request PPS to carry out the Services in respect of the Vehicle. These terms and conditions and the Service Repair Authority together constitute the entire legal contract between the Customer and PPS for the performance of the Services ("**Agreement**"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of PPS and the Customer, these terms and conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.
2. In this Agreement – "**Affiliate**" has the same meaning as Related Body Corporate in the *Corporations Act 2001* (Cth);  
"**lien**" means a right granted to PPS by the Customer to hold the Vehicle as security until the Customer pays for the Services performed by PPS;  
"**Customer**" means the person, firm or company as contained in the Service Repair Authority;  
"**PPS**" means Penske Power Systems Pty Limited (ACN 073 690 990) and its Affiliates;  
"**Services**" means the works to the Vehicle, procedures, repairs and other services as described on the Service Repair Authority (including, but not limited to, the supply and fitting of all parts and the provision or use of all materials) and any further such works as required under these terms and conditions.  
"**Service Repair Authority**" means the repair order titled "Service Repair Authority", which sets out the Services to be performed on the Vehicle; and  
"**Vehicle**" means the motor vehicle and/or the engine as described on the Service Repair Authority;
3. The Customer warrants that the Customer is the owner of the Vehicle or the owner's authorised agent for the purposes of delivering the Vehicle to PPS, ordering the Services and, on the owner's behalf, entering into this Agreement, and agrees to provide on demand all reasonable identification and proof of ownership or authority in respect of the Vehicle. PPS's obligations under these terms and conditions are subject to the Customer complying with this clause 3.
4. The Customer agrees to pay the amount quoted in the Service Repair Authority for the Services plus GST and any applicable charges. The Customer acknowledges that cheques will not be accepted as payment by PPS unless PPS has agreed otherwise in writing.
5. The Customer warrants that the Customer is entitled to grant a lien and grants a lien over the Vehicle, including all its equipment, accessories and contents to secure the payment of all charges arising out of the Services or these terms and conditions, including storage charges.
6. PPS may be required to carry out any further services found by it to be necessary in the course of carrying out the Services and to supply all additional necessary parts and materials. In such instance, PPS will contact the Customer to advise the Customer of the requirement of these further services, an estimated cost of the further Services and request the Customer's consent to perform the further services. If the Customer consents to the further services being performed, PPS will perform those services and they will be governed by these terms and conditions.
7. The Customer agrees to pay for the Services prior to re-delivery of the repaired Vehicle to the Customer unless PPS has previously agreed in writing to some other arrangement.
8. If the Customer takes possession of the Vehicle before the Services are completed by PPS:
  - (a) the Customer agrees to pay PPS all charges relevant to the services provided (whether completed or not) and parts and materials supplied to that date; and
  - (b) the Customer acknowledges that its rights in respect of the Services under the Non-Excludable Guarantees (as defined in clause 13) may be affected as a result of them not being completed.
9. The Customer agrees that PPS, its employees, agents or contractors may test drive or carry out tests of the Vehicle at PPS's discretion and may, if requested by the Customer, collect or re-deliver the Vehicle where nominated by the Customer.
10. If the Customer has insurance or other contractual arrangements for the payment of charges due under these terms and conditions, this will not affect the Customer's personal obligation to pay all charges due under these terms and conditions, save that the sum the Customer is obliged to pay will be reduced to the extent that payments are made to PPS from other such sources.
11. The Customer acknowledges that it has taken all necessary steps to ensure that no loose items are able to damage the property contained in or on the Vehicle such as windscreens or any other part of the Customer's equipment when raising and lowering a vehicle cabin, and the Customer accepts responsibility for any damages that may occur in this way.
12. PPS will complete the Services within a reasonable time of the later of receiving the Vehicle and the Customer providing its consent to any Services. If an estimated time for completion is given PPS will not be liable for any failure to complete the Services on or before the estimated time for completion, where that failure is wholly or partly due to any cause, event, or circumstance outside its reasonable control.
13. Except to the extent prohibited by law, including the Non-Excludable Guarantees (as defined in clause 14), all warranties with respect to the parts and Services, other than those provided by PPS under this clause 13, are hereby excluded. PPS provides the following warranties:
  - 13.1.1. In the case of Services which comprise the supply of labour and parts:
    - (a) The parts is subject only to the then applicable manufacturer's written warranty (if any); and
    - (b) The labour component is warranted by PPS to be free from defects for the same duration and subject to the same terms and conditions as the then applicable manufacturer's written warranty applying to the parts (if any).
  - 13.1.2.1. In the case of Services performed on PPS's behalf by a subcontractor, those Services are subject only to the then applicable subcontractor's warranty (if any).
  - 13.1.3. In case of Services which comprise the supply of labour only, the Services are warranted to be free from defects for a period of 6 months from the date of completion of the Services.
14. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Law Act 2010 (Cth) as well as any other implied warranties similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, PPS is not liable for any other loss or damage other than loss or damage arising directly as a result of PPS's breach of these terms and conditions. For the sake of clarity, PPS is not liable for indirect, special or consequential loss or damage (including but not limited to loss of goodwill, loss of profit, loss of revenue, loss of expected savings, opportunity costs, loss of business, loss of reputation and business interruption) whether arising in contract, tort (including negligence), under any statute or otherwise arising from or related in any way to these terms and conditions.
15. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, PPS's liability in respect of any defect in the Services shall be limited to, at its election, the repair or replacement of any parts supplied to, or the payment of the reasonable cost of those parts; or the re-supply of any services performed for the Customer, or the reasonable cost of having the Services supplied again.
16. The Customer agrees to pay PPS's reasonable storage charges if the Customer does not collect the Vehicle within two days after notification to the Customer that the Services have been completed.
17. Privacy: Unless the Customer ticks the box on the Service Repair Authority to opt-out, the Customer authorises PPS to hold and use the information the Customer provides to it, in any document including without limitation the Customer's application for credit with PPS and during the term of the contract, to:
  - (a) manage the Customer's account with PPS, including to send the Customer statements and invoices and collection purposes;
  - (b) obtain credit information about the Customer from credit referees and credit reference agencies; disclose credit information to credit reference agencies or other persons seeking credit references. The credit information is collected to assist PPS to ascertain the Customer's credit status;
  - (c) provide the Customer with information about PPS products and any special offers PPS believe may be of interest to the Customer;
  - (d) transfer Customer information to related or associated companies and other entities that assist PPS to provide Customers with good and services including sub-contractors; and
  - (e) conduct Customer and market research to improve the quality of PPS's products and services.Details of the PPS Privacy Policy, including the Customer's right to opt-out at any time, are available at [www.penskeps.com](http://www.penskeps.com) or by contacting the Privacy Officer at Penske Power Systems Pty Limited, 72 Formation Street, Wacol QLD 4076 Australia.
18. This Agreement is governed by the laws of the State or Territory as PPS may in its sole discretion determine, and failing such determination, the laws of the State of New South Wales will apply.
19. Where any clause of this Agreement is void, unenforceable, or illegal, that provision is to be read down to the extent necessary to ensure that it is not void.