

Terms of Trade - Real Auto Solutions Pty Ltd

Real Auto Solutions Pty Ltd (ABN: 67 686 331 788) of 4/93 Prinsep Road, Jandakot, Western Australia (hereinafter referred to as "the Supplier", "we", "us", or "our") provides motor vehicle repair and maintenance services and supplies related goods. These Terms of Trade (hereinafter "Terms") govern all contractual arrangements between the Supplier and its customers (hereinafter "the Customer" or "you").

By requesting, accepting a quote for, or engaging the Supplier to perform any Services or supply any Goods, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms.

1. Definitions

- **ACL:** Means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- **Customer:** Means the individual, company, or entity requesting Services or Goods from the Supplier.
- **Customer-Supplied Parts:** Means any parts, components, accessories, or products supplied by the Customer for use by the Supplier in performing the Services.
- **Goods:** Means any parts, products, or materials supplied by the Supplier to the Customer in connection with the Services.
- **Invoice:** Means any invoice issued by the Supplier to the Customer for Services and/or Goods provided.
- **Quote/Estimate:** Means any written or verbal estimate provided by the Supplier detailing the anticipated cost and scope of Services and/or Goods.
- **Services:** Means any motor vehicle repair, maintenance, diagnostic, inspection, or other automotive services provided by the Supplier to the Customer.
- **Supplier:** Means Real Auto Solutions Pty Ltd (ABN: 67 686 331 788), its employees, agents, and subcontractors.
- **Vehicle:** Means the motor vehicle or other equipment subject to the Services.
- **Website:** Means the Supplier's website located at www.realautosolutions.com.au.

2. Application of Terms

2.1. These Terms apply to all Quotes, Orders, Services, and Goods supplied by the Supplier to the Customer, whether verbal or in writing.

2.2. These Terms supersede any terms and conditions contained in any document of the Customer or elsewhere, unless expressly agreed otherwise in writing by the Supplier.

2.3. By engaging the Supplier, the Customer acknowledges acceptance of these Terms.

3. Quotes and Estimates

3.1. Any Quote or Estimate provided by the Supplier for Services and/or Goods is an estimate only and is subject to change. It is based on the Supplier's assessment of the Vehicle at the time the Quote/Estimate is provided.

3.2. A Quote/Estimate is valid for 14 days from the date of issue unless otherwise specified in writing.

3.3. The Customer acknowledges that the final price may vary from the Quote/Estimate due to:

- a. Unforeseen work or parts required during the course of the Services.
- b. Additional work requested by the Customer.
- c. Price changes from suppliers or manufacturers for Goods.
- d. Discovery of further damage or faults not apparent at the time of the initial Quote/Estimate.

3.4. The Supplier will endeavour to notify the Customer promptly of any significant anticipated variations to the Quote/Estimate and seek the Customer's approval before proceeding with additional work.

4. Ordering and Acceptance

4.1. An Order is placed by the Customer verbally or in writing (including by accepting a Quote/Estimate or leaving the Vehicle with the Supplier for Services).

4.2. The Supplier is not bound by an Order until it has accepted it, which may be signified by commencing the requested Services or ordering necessary Goods.

5. Pricing and Payment

5.1. The Customer must pay the Purchase Price listed on the Invoice for Services and/or Goods on or before the collection of the Vehicle, unless otherwise agreed in writing.

5.2. Payment methods accepted include cash, EFTPOS, credit card, bank transfer.

5.3. All prices quoted are inclusive of Goods and Services Tax (GST) unless otherwise stated.

5.4. If the Customer fails to pay the Purchase Price by the due date:

- a. The Supplier may charge interest on overdue amounts at a rate of 10% per annum, calculated daily from the due date until full payment is received.
- b. The Customer will be liable for any costs incurred by the Supplier in recovering overdue amounts, including debt collection fees, legal costs on a full indemnity basis, and administrative charges.
- c. The Supplier reserves the right to retain possession of the Vehicle and exercise a possessory lien over the Vehicle and/or Goods until full payment is received.
- d. The Supplier may suspend further Services to the Customer until all outstanding amounts are paid.

6. Provision of Services and Goods

6.1. The Supplier will perform the Services with due care and skill, and the Goods supplied will be of acceptable quality and fit for purpose, in accordance with the consumer guarantees under the ACL.

6.2. The Customer authorises the Supplier, its employees, and agents to operate the Vehicle for testing, diagnostic, and delivery purposes in connection with the Services.

6.3. The Supplier may, at its discretion, subcontract any part of the Services to a third party. The Customer agrees that any such subcontracting does not relieve the Supplier of its obligations under these Terms.

6.4. Customer-Supplied Parts:

- a. The Supplier may, at its sole discretion, refuse to fit Customer-Supplied Parts.
- b. If the Supplier agrees to fit Customer-Supplied Parts, the Customer acknowledges that:
 - i. The Supplier provides no warranty whatsoever on the Customer-Supplied Parts themselves.
 - ii. The Supplier accepts no liability for any defects, failures, or damage arising from the quality, suitability, or fitness for purpose of Customer-Supplied Parts.
 - iii. The Supplier is not responsible for any warranty claims related to Customer-Supplied Parts.
 - iv. Any issues arising from Customer-Supplied Parts that require additional labour or rectification will be charged to the Customer at the Supplier's standard rates.

6.5. **Additional Work:** If, during the course of the Services, the Supplier identifies additional work, repairs, or parts required, the Supplier will seek the Customer's approval before proceeding. The Customer's verbal or written authorisation will be considered acceptance of the additional work and associated costs.

7. Warranties and Guarantees

7.1. Our Services and Goods come with guarantees that cannot be excluded under the ACL. For major failures with the service, you are entitled: a. to cancel your service contract with us; and b. to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to cancel the contract for the service and obtain a refund of any unused portion. For a major failure with the service, you are entitled to be compensated for any other reasonably foreseeable loss or damage.

7.2. In addition to the ACL consumer guarantees, the Supplier provides a 6-month or 10,000 km, (whichever comes first) warranty on labour for the Services performed, from the date of collection. This warranty does not cover:

- a. Fair wear and tear.
- b. Misuse, abuse, or negligence of the Vehicle.
- c. Damage caused by accidents or external factors.
- d. Modifications or repairs performed by third parties after the Services were completed by the Supplier.
- e. Customer-Supplied Parts.
- f. Any pre-existing conditions or faults not related to the Services performed.

7.3. Goods supplied by the Supplier may be covered by a manufacturer's warranty. The Supplier will pass on the benefit of any manufacturer's warranty to the Customer where applicable. Any claims

under a manufacturer's warranty must be made directly with the manufacturer or through the Supplier as per the manufacturer's process.

8. Uncollected Goods

8.1. The Customer must collect the Vehicle and pay the full Invoice amount within 14 days of being notified by the Supplier that the Services are complete.

8.2. If the Vehicle is not collected within the specified period, the Supplier may charge a daily storage fee of \$20.00 (including GST) for each day or part thereof that the Vehicle remains on the Supplier's premises after the notification period.

8.3. If the Vehicle remains uncollected after 60 days and the Supplier has complied with the requirements of relevant Western Australian legislation (including but not limited to the *Disposal of Uncollected Goods Act 1970 (WA)*), the Supplier reserves the right to sell or otherwise dispose of the Vehicle to recover outstanding amounts owed by the Customer, including the cost of Services, Goods, storage fees, and disposal costs. Any surplus funds, after deduction of all costs, will be handled in accordance with WA law.

9. Risk and Title

9.1. Risk of loss or damage to the Vehicle passes to the Customer upon collection of the Vehicle.

9.2. Title to any Goods supplied by the Supplier remains with the Supplier until full payment for all Services and Goods has been received from the Customer.

10. Limitation of Liability

10.1. To the maximum extent permitted by law, the Supplier's total liability arising out of or in connection with the Services and/or Goods, whether in contract, tort (including negligence), or otherwise, is limited to the cost of re-performing the Services or replacing the Goods, or the actual loss suffered by the Customer, whichever is the lesser.

10.2. The Supplier is not liable for any indirect, incidental, special, or consequential loss or damage, including but not limited to loss of profit, loss of revenue, loss of data, loss of use, or business interruption, however caused, even if advised of the possibility of such damages.

10.3. Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the ACL or any other legislation which cannot lawfully be excluded or limited.

11. Website Intellectual Property

11.1. All content on the Website, including but not limited to text, graphics, logos, images, audio clips, video clips, data compilations, and software, is the property of Real Auto Solutions Pty Ltd or its content suppliers and is protected by Australian and international copyright laws.

11.2. The compilation of all content on this site is the exclusive property of Real Auto Solutions Pty Ltd and protected by Australian and international copyright laws.

11.3. You may not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit for any commercial purpose any portion of the Website without the express written consent of Real Auto Solutions Pty Ltd.

11.4. You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of Real Auto Solutions Pty Ltd's Website so long as the link does not portray Real Auto Solutions Pty Ltd, its products, or services in a false, misleading, derogatory, or otherwise offensive matter.

11.5. You may not use any Real Auto Solutions Pty Ltd logo or other proprietary graphic or trademark as part of the link without express written permission.

11.6. Any unauthorised use of the Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

12. Privacy

12.1. The Supplier collects, uses, and discloses personal information in accordance with its Privacy Policy. The Customer's use of our Services and Website constitutes acceptance of our Privacy Policy.

12.2. The Privacy Policy is available on the Website at <https://realautosolutions.com.au/privacy-policy>.

13. Dispute Resolution

13.1. In the event of a dispute arising under these Terms, the parties agree to first attempt to resolve the dispute amicably through direct negotiation.

13.2. If the dispute cannot be resolved through negotiation within 14 days, either party may propose mediation. The costs of mediation will be shared equally between the parties.

13.3. Nothing in this clause prevents a party from seeking urgent injunctive relief from a court of competent jurisdiction.

14. Governing Law

14.1. These Terms are governed by and construed in accordance with the laws of Western Australia, Australia. 14.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia and the Commonwealth of Australia.

15. Severability

15.1. If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision will be severed, and the remainder of the Terms will continue in full force and effect.

16. Changes to Terms

16.1. The Supplier reserves the right to amend these Terms at any time by posting the updated Terms on its Website or by providing direct notice to the Customer. The Customer's continued engagement with the Supplier after such amendments constitutes acceptance of the revised Terms.

17. Contact Information

If you have any questions about these Terms, please contact Real Auto Solutions Pty Ltd at:

0416 133 394

4/93 Prinsep Road, Jandakot, WA 6164

info@realautosolutions.com.au

Last Updated: 20 August 2025