

## **Guarantee:**

### **1. Application:**

- 1.1. The job card (if any) and any/all other documentation issued by the AutoCrew and accepted by the Customer forms part of the agreement.
- 1.2. This document may be executed in any number of counterparts, and of which may be delivered by fax or e-mail and still form one single agreement, which is not required to be signed by the AutoCrew in order to be binding.

### **2. Service and Parts:**

- 2.1. "AutoCrew" guarantees that all vehicle service work and/or repairs carried out on a customer's vehicle will be properly carried out. Before leaving AutoCrew's workshop, all vehicles are tested to ensure safety and quality of work.
- 2.2. Subject to the terms and conditions set out below, any faults with a vehicle serviced and/or repaired by AutoCrew arising as a direct result of defective Bosch parts (being parts manufactured by Robert Bosch GmbH or its subsidiaries) being provided by AutoCrew or defective workmanship on the part of AutoCrew will be rectified by AutoCrew, free of charge, provided that the vehicle in question has been used in accordance with the manufacturer's handbook and that the vehicle's service record shows that it has been correctly maintained.
- 2.3. This guarantee covers all Bosch parts replaced by AutoCrew and repairs performed by AutoCrew, as stated on the invoice, for a period of 3 months or 15 000km (whichever occurs first) from the date that a vehicle leaves AutoCrew's workshop, unless otherwise stated.
- 2.4. If the customer elects not to proceed with any work for whatsoever reason after diagnostics have been performed, including not accepting the AutoCrew estimate, the Customer will accept and remove its property in a disassembled condition and if re-assembled, without warranty and under liability for the reasonable re-assembly costs.
- 2.5. The Customer accepts that disassembly may cause damage to other parts and/or components not being disassembled and thus the vehicle may be rendered such inoperable.
- 2.6. To the extent that AutoCrew uses replacement parts or accessories which are not Bosch parts (including electrical parts), AutoCrew will only guarantee (except as otherwise provided by statute) that such replacement parts are free of defects to the extent that the guarantee provided by the supplier/manufacturer of such parts against defects in the parts is still valid.
- 2.7. The Customer shall be entitled to return parts purchased within 10 business days, subject to such parts being unused, undamaged, in their original packaging and in a resale-able condition.
- 2.8. Whenever it is necessary or preferable that a third party provide the services and/or parts or any other part thereof, AutoCrew will be entitled to arrange the involvement of such third party on behalf of the Customer.

- 2.9. If AutoCrew arranges the participation of such third party with the knowledge and consent of the Customer, AutoCrew shall not be liable for the services and/or parts of such third party or any damages arising therefrom.
- 2.10. Should the Customer allege any of the services rendered or parts provided to be defective in any manner, the Customer shall give AutoCrew a reasonable opportunity to inspect same.
- 2.11. The Customer has the right to cancel the rendering of services and/or provision of parts at any time, it being understood that the Customer will be liable to AutoCrew for all costs incurred up to the time of cancellation.
- 2.12. AutoCrew shall render the services and provide the parts as soon as possible, but within a reasonable time.
- 2.13. Any approximation of the time required to render the services and/or provide the parts and/or any dates given for the completion constitute estimates only and shall not be binding on AutoCrew.
- 2.14. Failure by AutoCrew to complete the Services and Parts on or before any given date will not entitle the Customer to cancel the agreement unless a reasonable time has been exceeded and then subject to the Customer paying AutoCrew for the costs of services and parts provided up to date of cancellation.
- 2.15. AutoCrew shall not be liable for any damages and/or consequential damages, and/or economic loss due to late completion and/or cancellation due to failure to complete at any given time.
- 2.16. AutoCrew will not be liable for any loss/damage arising due to any pre-existing latent defect on the Customer's property.
- 2.17. Estimates are given subject to the Customer's acceptance that costs may fluctuate in accordance with the actual costs of Parts provided and Services rendered.
- 2.18. AutoCrew's liability arising from any warranty shall be limited to the reasonable costs of fixing or replacing defective services and/or parts.

### 3. General Conditions and Exclusions:

- 3.1. These guarantees do not cover or apply to:
  - 3.1.1. Damages caused in the event of incorrect driving/improper handling technique and/or driver misuse of the vehicle;
  - 3.1.2. Normal wear and tear;
  - 3.1.3. Parts supplied by the customer;
  - 3.1.4. Second-hand parts;
  - 3.1.5. Vehicle service work and/or repairs carried out by AutoCrew in the event that such service work and/or repairs have been tampered with by a third party, other than the original repairer or without the original repairer's written authorization;
  - 3.1.6. Vehicle service work and/or repairs carried out by AutoCrew in the event that warning devices (including, without limitation, cooling system temperature gauges, oil warning gauges, speedometers and other warning lights) are not functional;
  - 3.1.7. Vehicle service work and/or repairs carried out by AutoCrew in the event that a vehicle has not been serviced according to the manufacturer's specifications and service schedules;

- 3.1.8. Losses suffered as a result of damage not related to vehicle service work and/or repairs carried out by AutoCrew;
    - 3.1.9. Charges incidental to vehicle service work and/or repairs carried out by AutoCrew (including, without limitation, hire of alternative transport, towing fees and loss of income).
  - 3.2. In order to claim in terms of the above agreement, the complainant will be required to provide an original invoice and the service history of the vehicle, which is to be presented by the complainant on the date of the claim.
  - 3.3. In the event of a failure as a result of which a vehicle has to be recovered and/or stored by AutoCrew, such recovery and/or storage will, except to the extent, prohibited by statute, be at the Customer's own risk.
  - 3.4. All guarantee vehicle repairs must be carried out by an approved AutoCrew dealer.
  - 3.5. All vehicle service work and/or repairs must be carried out according to AutoCrew's recommendations. Temporary vehicle repairs and work deviating from the recommendations made by AutoCrew will not be covered by the guarantee.
4. Specific Conditions and Exclusions:
  - 4.1. If any work on the cooling system has been done the driver is to observe the heat gauge and water levels and report any fault to AutoCrew immediately. When a vehicle is overheating the driver is to stop immediately; the guarantee will not apply to damage caused due to the driver not having stopped immediately.
  - 4.2. The replacement of the cylinder-head gaskets does not guarantee that the sub-assembly of the engine will operate satisfactorily, especially if the vehicle has overheated.
  - 4.3. NO guarantee on brake pads will be given if the discs have not been repaired or replaced after being reported below standard by the AutoCrew workshop.
  - 4.4. There may be several oil leaks in a vehicle, and it is difficult to identify all the leaks at once. Repairing a specific oil leak does not guarantee that all oil leaks in a vehicle have been identified and repaired. The guarantees only cover the specific oil leak repaired.
  - 4.5. Except for those warranties which AutoCrew is required to provide to its Customers in terms of statute, the guarantees set out above are the only guarantees or warranties provided by AutoCrew in relation to the services and products provided by it to the customer.
5. Liability:
  - 5.1. Any Customer and/or vehicle and its contents enters the premises of an AutoCrew at the Customer's own risk and will be parked and stored on the premises at the Customer's own risk. Except to the extent prohibited by statute, AutoCrew will not be liable for any loss or damage suffered due to theft or damage to a vehicle whilst on the premises.
  - 5.2. Except to the extent prohibited by statute, AutoCrew shall have no liability of whatsoever nature to its customers in relation to the products or services provided by it to the customer other than in terms of the guarantees provided for above, and, in particular, it shall not be liable for any indirect, consequential or special damages of any nature whatsoever suffered by such customers, whether arising out of the products or services provided by AutoCrew or otherwise.

6. Collection, Storage and Lien:

- 6.1. If a vehicle is not collected 7 days after notification of completion by AutoCrew, a standard storage fee will be charged in respect of such vehicle by AutoCrew per day.
- 6.2. The Customer acknowledges that its property will at all times be subject to the AutoCrew lien, which will only be extinguished upon receipt of full payment by the AutoCrew, including third party costs incurred by the AutoCrew on behalf of the Customer.
- 6.3. The Customer consents to a lien in favour of the AutoCrew arising from unpaid storage costs and third party costs.