

MAJOR AGGREGATE REPAIRS TERMS AND CONDITIONS

1. GENERAL

These Terms and Conditions apply specifically to all major aggregate repairs carried out by Car One Automotive (Ruan Service Group ABN 85 668 633 305 and Ruan Service Group Hendra ABN 69 678 960 382), hereafter referred to as “the Business” or “Car One Automotive”.

Major aggregate repairs include, but are not limited to:

- Engine replacements
- Engine rebuilds
- Cylinder head repairs
- Transmission and gearbox replacements or rebuilds
- Differential & Transfer case repairs
- Turbocharger replacements
- Hybrid system major component repairs
- Any repair requiring substantial dismantling of the vehicle

These Terms and Conditions are to be read in conjunction with the Business General Terms and Conditions and form part of the entire agreement between the Customer and the Business.

By authorizing major aggregate repairs, the Customer acknowledges and agrees to these Terms and Conditions.

2. ESTIMATES & QUOTATIONS

All estimates provided for major aggregate repairs are estimates only and are based on visible and preliminary inspection findings.

The Customer acknowledges that internal engine, transmission, drivetrain, electrical or mechanical damage may not become apparent until dismantling has commenced.

The Business reserves the right to revise estimates where additional faults, wear, damage, contamination, or non-serviceable components are discovered during dismantling or inspection.

The Customer authorizes the Business to dismantle, inspect and diagnose the aggregate for the purposes of determining repairability and required repairs.

Should additional repairs or parts be required, the Customer will be contacted for further authorization prior to proceeding.

If the Customer elects not to proceed after dismantling or diagnosis has commenced, the Customer remains liable for:

- Diagnostic charges
- Labour already completed
- Reassembly costs (where applicable)
- Storage fees
- Any parts ordered specifically for the vehicle

3. USED, RECONDITIONED & AFTERMARKET COMPONENTS

The Customer acknowledges that depending on availability, pricing, vehicle age, or manufacturer restrictions, the Business may supply:

- Used components
- Reconditioned components

- Aftermarket components
- Rebuilt components

Unless otherwise specified in writing, the Business does not guarantee that replacement engines, gearboxes or other aggregates supplied are brand new.

Used components may contain normal wear and tear consistent with their age and kilometers travelled.

Where a used engine, gearbox or aggregate is supplied, kilometer readings are approximate only and cannot always be independently verified.

4. PRE-EXISTING CONDITIONS

The Customer acknowledges that major aggregate failure may cause or contribute to additional failures throughout the vehicle, including but not limited to:

- Cooling system contamination
- Electrical faults
- ECU faults
- Wiring damage
- Oil leaks
- Fuel system contamination
- DPF or catalytic converter damage
- Turbocharger damage
- Driveline vibration
- Suspension or mount deterioration

The Business will not be liable for faults arising from pre-existing wear, prior overheating, lack of maintenance, sludge build-up, contamination, or operation of the vehicle after the original fault occurred.

The Business will not be responsible for failures caused by:

- Improper prior repairs
- Inconsistent or improper servicing
- Customer-supplied parts
- Undisclosed vehicle history
- Accident damage
- Flood damage
- Neglect
- Continued operation after warning indicators appeared

5. CUSTOMER-SUPPLIED PARTS

Where the Customer requests the use of customer-supplied parts, the Business:

- Provides no warranty whatsoever on those parts
- Accepts no responsibility for quality, compatibility or lifespan
- Will not be liable for any consequential damage arising from failure of those parts
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Labour associated with replacement of failed customer-supplied parts will be chargeable.

6. ADDITIONAL RECOMMENDED PARTS

The Customer acknowledges that during major aggregate repairs, the Business may recommend replacement of additional components including but not limited to:

- Seals and gaskets

- Water pumps
- Timing components
- Thermostats
- Hoses and pipes
- Engine mounts
- Coolant reservoirs
- Filters and fluids
- Turbo oil lines
- Spark plugs or glow plugs

Where the Customer declines recommended repairs or replacement items, the Business will not be liable for any future failures relating to those declined items.

The Customer acknowledges that failure to replace recommended associated components may result in repeat labour costs, fluid leaks, overheating, or premature failure of the repaired aggregate.

7. WARRANTY

Unless otherwise stated in writing, warranty on major aggregate repairs is limited to:

- 3 months or 5,000 kilometres on labour; or,
- Warranty provided by the supplier or rebuilder on supplied components;
- Which ever occurs first

Warranty applies only where:

- The vehicle has been properly maintained
- Fluids remain at correct levels
- No overheating occurs
- The vehicle has not been abused, raced, overloaded or neglected
- Any required servicing is completed on time

Warranty does not apply where:

- The vehicle is continued to be driven after warning lights or abnormal symptoms appear
- The vehicle overheats for any reason and not stopped immediately
- The Customer fails to maintain oil and/or coolant levels
- The failure relates to unrelated vehicle systems
- Repairs are modified or interfered with by third parties
- Failures arise from tuning or performance modifications
- Customer-supplied parts fail
- Existing contamination or wear causes subsequent damage

The Business's liability is strictly limited to rectification of the original repair work performed by the Business.

The Business will not be liable for:

- Loss of income
- Towing costs unless approved by us
- Rental vehicle costs
- Accommodation
- Consequential damages
- Loss of business use
- Emotional distress
- Any indirect or consequential loss

8. USED ENGINE & GEARBOX WARRANTY CONDITIONS

Where a used engine or gearbox is supplied, warranty is strictly limited to the supplied component only.

Unless an item in question has been replaced by the business, warranty does not cover:

- Oil leaks
- Sweating seals
- Minor noises
- Sensors
- Electrical components
- Turbochargers unless specifically included
- Ancillary components transferred from the original engine
- Labour for unrelated failures
- Warning lights occurring due to not accepted additional recommended repairs listed in clause 6.

Used components are supplied based on supplier assessment and availability and may have unknown service history.

9. BREAKDOWN & WARRANTY CLAIM PROCEDURE

If a problem arises after repairs:

- The Customer must stop driving the vehicle immediately where safe to do so
- The Customer must notify the Business immediately
- No third party is authorised to dismantle or repair the vehicle without prior written consent from the Business

Failure to follow this process may void warranty consideration.

The Business reserves the right to inspect the vehicle before approving any warranty claim.

10. STORAGE & UNCOLLECTED VEHICLES

Vehicles undergoing major repairs may occupy workshop space for extended periods.

Storage fees may apply to completed vehicles not collected within 48 hours of notification that repairs are complete.

Storage charges may also apply where the Customer delays approval decisions or vehicle collection.

11. CUSTOMER ACKNOWLEDGEMENT

The Customer acknowledges and agrees that:

- Major aggregate repairs are complex in nature
- Hidden defects may exist
- Additional failures may arise during or after repairs
- No repair can guarantee prevention of all future failures
- Older or high kilometer vehicles carry increased risk of component failure
- Vehicle downtime estimates are approximate only
- Parts availability and machining delays are outside the Business's reasonable control

The Customer authorizes the Business to carry out all works approved verbally, electronically, by text message, email or signed Job Card.

12. JURISDICTION

These Terms and Conditions are governed by the laws of the State of Queensland and the parties submit to the exclusive jurisdiction of the courts of Queensland.