

STANDARD TERMS OF TRADE

These terms of trade set out the contract for services to be provided to the customer by **[franchisee name]** Limited, trading as Oil Changers **{location }**, an independently owned and operated Oil Changers franchise owner.

1. PRICE AND PAYMENT

- a) We will beat any other written quote for the same service using the same quality products by 10%.
- b) In some cases we may give an estimated price where it is not obvious before starting the service what the exact price will be. The actual price may be more or less than the estimated price.
- c) By authorising us to proceed with the service you agree that you have accepted the price (or estimate as the case may be).
- d) Our price includes all parts, fluids and labour necessary for the service you have ordered.
- e) No extra services with extra charges will be carried out without your prior approval unless it is impossible to complete the service without doing so. For example if we find a part is damaged or deteriorated and needs to be replaced.
- f) Payment is due in full upon completion of the service.
- g) We do not accept cheques unless by prior arrangement.

2. GUARANTEES AND OUR RESPONSIBILITIES

- a) We guarantee to provide quality customer service and that our products will meet or exceed the manufacturer's specifications for your vehicle.
- b) If we fail to deliver to our standards we will do the work again, or at our option refund your money.
- c) We do not guarantee that Oil Changers servicing will meet your manufacturer or independent mechanical warranty company requirements. It is the customer's responsibility to confirm with your warranty company that Oil Changers is an approved supplier.
- d) If there is a problem with your vehicle after a service you must allow us to inspect and decide whether it is covered under guarantee. If it is covered we will at our option do the work again, arrange for repairs by one of our approved mechanics, or refund your money.
- e) Our guarantees are void if you or any other person or service centre works on the vehicle or attempts to remedy a problem instead of bringing it to us for inspection.
- f) We are not responsible for any failure of our service or products where in our opinion it is due to existing damage, age, wear and tear or other defect in your vehicle.
- g) We are not responsible for any consequential or indirect loss or damage to any person or property in the event our service and products do not meet our standards.
- h) The Consumer Guarantees Act does not apply to work on commercial or commercial fleet vehicles.

3. DISPUTES

- a) If there is a complaint that cannot be resolved or any other dispute in relation to the services we shall use our best endeavours to resolve the dispute informally.
- b) If the dispute cannot be resolved and either party wishes to pursue a remedy, it must be referred to the Disputes Tribunal at the District Court nearest to the Oil Changers location.
- c) The parties agree that the maximum extended claim amount permitted to be referred to a Disputes Tribunal shall apply.

4. FRANCHISOR

The customer acknowledges and agrees that the named franchise owner is an independent business and that the franchisor, Oil Changers New Zealand Limited is not liable to the customer or any other person for any franchise owner obligation or guarantee under this contract.