



Terms and Conditions of Trade

1. Definitions:

In this Agreement, unless the context otherwise requires:

- 1.1 Agreement includes any Repair Order and these General Terms and Conditions.
- 1.2 Business Day means a day on which Nostalgia Motors/Waikato Vehicle compliance Ltd 2008 are open for business, excluding Saturdays, Sundays and public holidays.
- 1.3 Customer means the person or entity to or for whom the Parts and/or Services are to be supplied in accordance with any Repair Order or subsequent instruction.
- 1.4 Nostalgia Motors means either company (Nostalgia Motors/Waikato Vehicle Compliance Ltd 2008) named in the Repair Order or otherwise engaged by Customer to provide the Parts and/or Services. thepartsman@nostalgiamotors has it's own terms and conditions.
- 1.5 Parts means the parts supplied by Nostalgia Motors to Customer either separately or as part of the Services.
- 1.6 Work means any repairs, maintenance services, modifications or certification inspections carried out by Nostalgia Motors at the request of Customer. Duration of Work is from when the Repair Order is signed to invoicing and advice to the Customer.
- 1.7 Vehicle means any item (e.g. car, trailer, frames, parts of vehicles, go-karts) which is brought in for Work.
- 1.8 Price means the amount payable by Customer to Nostalgia Motors in respect of the Parts and/or Services provided by Nostalgia Motors at applicable rates and/or prices at the relevant time as set out in a Repair Order.
- 1.9 Repair Order means and includes any repair order form, invoice, document, or verbal statement issued by Nostalgia Motors to or for Customer.
- 1.10 GST means goods and services tax under the Goods and Services Tax Act 1985.

2. Acceptance of Terms and Conditions of Trade.

It is the responsibility of all Nostalgia Motors customers to be familiar with terms and conditions of trade. Customer's on-going use of Nostalgia Motors services or signing of the Repair Order or dropping keys off represents agreement to these terms and conditions of trade. Nostalgia Motors commits to making the Terms and Conditions of Trade available on request and on their website. (An abbreviated version is on display in the office)

3. Price and Collection.

Unless prior arrangement has been made:

- 3.1 The Customer will pay the Price to Nostalgia Motors in full and without setoff, counterclaim or deduction on delivery of the Parts and/or completion of the Work and prior to the collection or delivery of the vehicle.
- 3.2 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card or by any other method as agreed to between Nostalgia Motors and the Customer. Nostalgia Motors reserves the right to add credit card charges if applicable.
- 3.3 All invoices from Nostalgia Motors are GST inclusive and GST amount is noted on the invoice.
- 3.4 Where the Customer has left any vehicle or item for Work and Nostalgia Motors has not received payment for the whole price, Nostalgia Motors shall have: a) a lien on the vehicle or item; b) the right to retain the vehicle; c) a right to sell the vehicle or item in accordance with the provisions of the Wages Protection and Contractor's Lien Act 1987 and d) may claim from the Customer any monies that remain owing to Nostalgia Motors after such disposal.
- 3.5 Default of account: Without prejudice to any other rights or remedies, interest at 2% per month will be payable by Customer on any amount that is overdue for payment (including any default interest) by Customer to Nostalgia Motors under this Agreement, calculated on a daily basis from the date payment is due until the date payment is received by Nostalgia Motors in full. The charging of interest does not imply any extension of credit by Nostalgia Motors. Default of account can result in cancellation of account facilities.
- 3.6 Nostalgia Motors' estimated Price shall not be deemed binding upon Nostalgia Motors as the actual Price can only be determined upon completion of the Work. Nostalgia Motors undertakes to inform the Customer if the actual Price looks likely to exceed the estimate or if there is any need/request to deviate from the original requested Work.
- 3.7 At Nostalgia Motors discretion a deposit or on-going payments may be required. Failure to meet on-going payment commitments as agreed to may result in cessation of Work.
- 3.8 Where Nostalgia Motors is requested or where vehicles are not collected within 48 hours of advice to the Customer that the vehicle is ready for collection, then Nostalgia Motors may charge a storage fee of \$10 per day.
- 3.9 If Nostalgia Motors has been requested to diagnose or assess faults that require disassembly and/or testing, all costs involved will be charged to the Customer irrespective of whether the repair goes ahead.
- 3.10 Unless previously arranged the Customer agrees that Nostalgia Motors shall be entitled to retain any components replaced during the provision of the work and the right to proceeds from the sale of such components to any auto recycler or salvage yard.

4. Risk & Obligation

Nostalgia Motors will always take care of Customers vehicles to the best of their ability, however if any issues arise from Nostalgia Motors' negligence they will make every attempt to put any issue right.

- 4.1 If the Customer requests to leave a vehicle outside Nostalgia Motors' premises for collection or prior to Work commencing out of normal hours when no Nostalgia Motors staff are present the vehicle is left at the Customer's sole risk.
- 4.2 Nostalgia Motors will not be responsible for any personal effects belonging to the Customer left in the vehicle.
- 4.3 Nostalgia Motors will not be responsible for the performance of any parts replaced that are supplied by the customer, and that in the event the supplied parts or other parts subsequently fail, the Customer agrees to indemnify Nostalgia Motors against any subsequent loss or damage.
- 4.4 If a vehicle is not collected within 48hrs of invoicing and advice to the Customer, Nostalgia Motors will not be responsible for any loss or damage to the vehicle.

5.Warranty

- 5.1 Subject to the conditions of warranty set out in 5.2, Nostalgia Motors warrants that if any defect in any workmanship of Nostalgia Motors becomes apparent and is reported to Nostalgia Motors within 2 months of the date of delivery or 500km, time being of the essence, then Nostalgia Motors will either (at Nostalgia Motors discretion based on best practice) replace or remedy the workmanship.
- 5.2 The conditions applicable to the warranty given in clause 5.1 are:
 - a) the warranty shall not cover any defect or damage which may be caused or partly caused or arise through:
 - (i) failure of the Customer to provide proper maintenance
 - (ii) failure of the Customer to follow instructions or guidelines provided by Nostalgia Motors
 - (iii) any use of competitive motorsport or off-road use
 - (iv) the continued use after any defect becomes apparent or would have become apparent to a reasonable prudent operator
 - (v) fair wear and tear or act of god
 - b) the warranty shall cease and Nostalgia Motors shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Nostalgia Motors consent.
 - c) in respect of all claims Nostalgia Motors shall not be liable to compensate the Customer for any delay in replacing or remedying the workmanship, or in properly assessing the Customer's claim
 - d) warranties exclude fluids, belts, gaskets or other consumables (unless expressly covered by warranty).
- 5.3 If a failure is due to a new Part supplied by Nostalgia Motors the warranty shall be the current warranty provided by the manufacturer of the Part/s. Nostalgia Motors will not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Part/s, unless specifically stated by Nostalgia Motors.
- 5.4 If a failure is caused by a second hand part either supplied by the Customer or procured by Nostalgia Motors there is no warranty unless the supplier offers a warranty in writing. If the failure is caused solely by the incorrect installation of the second hand part, Nostalgia Motors shall be liable for the repairs.
- 5.5 If a warranty claim is declined the Customer is liable for the assessment costs.
- 5.6 Force Majeure: Neither party shall be liable for any default due to an act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or any other event beyond the reasonable control of either party.

6.Cancellation

- 6.1 Nostalgia Motors may cancel any contract to which these terms and conditions apply or cancel provision of the Works at any time before the Works has commenced or parts procured by giving notice to the Customer. Nostalgia Motors shall not be liable for any loss or damage whatsoever arising from the cancellation.
- 6.2 Nostalgia Motors may cancel or refuse Work that is deemed illegal before Work begins or during Work if the issue has been discovered while Work is in progress. The Customer shall be liable for work
- 6.3 In the event the Customer cancels the Work, the Customer shall be liable for any loss incurred (whether direct or indirect) by Nostalgia Motors as a direct result of the cancellation.
- 6.4 Cancellation of procured Parts (non-stocked) or Parts made to the Customer's specifications will not be accepted once the order is placed.
- 6.5 If the Customer misses the booked time for the requested work without notice, Nostalgia Motors has the right to replace the work with available jobs. If Nostalgia Motors is unable to refit the requested work into that days schedule the Customer will need to rebook.

7. Privacy Act 1993

- 7.1 The Customer authorises Nostalgia Motors to access, collect, retain and use any information about the Customer for the purpose of credit, the Work and marketing.
- 7.2 The Customer authorises Nostalgia Motors to disclose information about the Customer to any other credit provider or credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 7.3 The customer shall have the right to request Customer information or correct information held by Nostalgia Motors.
- 7.4 Nostalgia Motors does not have the right to disclose Customer information to any private persons not authorised to receive such information, other than for purposes set out in 7.2

8. General Terms:

- 8.1 These terms and conditions may be changed from time to time. All changes will be effective immediately upon posting changes on the website.
- 8.2 In the event of a dispute arising in relation to these Terms and Conditions, the New Zealand courts will have non-exclusive jurisdiction over such a dispute. If we do not exercise or enforce any right available to us under these Terms, this does not constitute a waiver by us of those rights. We may transfer this agreement or any benefit or obligation of this agreement to any person without notice to you. You may not transfer any benefit or obligation to any other person without our written consent. Each part of these Terms is separately binding. If for any reason any part cannot be relied on, all other parts remain binding.