



Geelong Transport Repairs
325 Thompsons Rd
North Geelong, Vic, 3212
ABN: 66 729 608 680
ACN: 152 553 618

To our valued customers,

TRADING TERMS:

Definitions.

Claim means any claims including actions, complaints, debts, demands, dues, proceedings, suits or other legal recourse (whether in contract or tort (including negligence), at law or in equity) and including any causes of action or rights to bring or make any such claim.

Consequential Loss includes i) any loss of income, revenue, profit or business, or loss of business opportunity; ii) any loss of good will or reputation; iii) any loss of value of intellectual property; iv) lost opportunity costs; v) special or indirect loss or damage; vi) legal costs and expenses.

Contract means the contract between the parties for the sale and purchase of the Goods and/or Services which consists of each Order placed by the Customer, these Terms, any Specified Terms and, if applicable, any Warranty and/or the Application.

Customer means the person or entity identified as the Customer in the Application and, if no Application is applicable, then the person or entity placing the Order or any person or entity who purchases the Goods or Services from the Supplier.

Customer's Terms means any terms and conditions provided by the Customer to the Supplier at any time or in any manner, including any printed terms and conditions on the Customer's Order, or terms and conditions other than this Contract purported by the Customer to apply to the Order.

Goods means the vehicle products and/or components and/or accessories, and/or vehicle safety equipment, safety labels, inspection/report books and/or daily check and defect books supplied or to be supplied by the Supplier.

Guarantor means a Guarantor as defined in the Trading Account Guarantee.

Invoice means any invoice for or relating to the Goods and/or Services.

Loss means any loss, damage, debt, deficiency, diminution in value, charge, cost, expense, fine, outgoing, penalty or other liability of any kind or character (including legal fees, other professional fees, debt recovery fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all amounts paid in settlement for any Claim, complaint, demand, proceeding, litigation, action, or other legal recourse whether under statute, contract, tort or otherwise, but does not include Consequential Loss unless otherwise specified in these Terms.

Order means any offer by the Customer to purchase Goods and/or Services from the Supplier whether written or verbal.

Purchase Price means the total amount listed on the Invoice for Goods or Services and, for the purpose of a security interest or purchase money security interest, includes any credit charges and/or interest payable.

Services means the services relating to vehicles supplied or to be supplied by the Supplier.

Special Buy-In Orders means Goods which are not stocked by the Supplier and require the Supplier to purchase these Goods.

Specified Terms means a variation agreed in writing between the Customer and the Supplier to these Terms.

Supplier means The trustee for Lowe Family Trust (ABN 66 729 608 680), trading as Geelong Transport Repairs Pty Ltd (ACN 152 553 618).

Terms means these terms and conditions.

Trading Account means the trading credit account granted to the Customer by the Supplier pursuant to the Application and the Terms.

Trading Account Guarantee means the deed of guarantee and indemnity set out in Part 1 'Credit.

Warranty means the Supplier's warranty in relation to the Goods and/or Services (if any).

By entering a contract with Geelong Transport Repairs Pty Ltd, the customer agrees to the following terms:

1. Credit

- 1.1. Geelong Transport Repairs may grant the Customer credit under a Trading Account in its sole discretion upon the terms of the Contract and on the terms and basis of the Application and such other documents and information as may be required by Geelong Transport Repairs.
- 1.2. The Customer acknowledges and agrees that the Contract applies to the Trading Account.
- 1.3. Until Geelong Transport Repairs grants the Customer credit under a Trading Account by notice in writing and, if applicable, Geelong Transport Repairs receives a Trading Account Guarantee, Geelong Transport Repairs will only supply Goods and/or Services on the basis of cash in advance or on delivery of the Goods and/or Services.
- 1.4. The granting of credit does not oblige Geelong Transport Repairs to extend any particular amount of credit to the Customer.
- 1.5. Any credit granted may be revised by Geelong Transport Repairs if it is in Geelong Transport Repairs legitimate business interests to revise the credit granted without notice.
- 1.6. Geelong Transport Repairs reserves the right to terminate the Trading Account in writing upon any breach by the Customer of the Contract or upon the Customer ceasing to trade, being subject to any legal proceedings and/or the Customer committing an act of insolvency as determined by Geelong Transport Repairs in its sole discretion.
- 1.7. If one or more Directors is deceased, becomes bankrupt or otherwise withdraws from being a Director in accordance with the Trading Account Guarantee, then the Customer must promptly notify Geelong Transport Repairs and Geelong Transport Repairs in its absolute discretion may suspend or terminate the Trading Account in writing.
- 1.8. The Customer agrees that upon the termination of the Trading Account under either clause 1.6, 1.7 or pursuant to any other right of Geelong Transport Repairs to terminate the Trading Account, any and all monies owing on the Trading Account shall become immediately due and payable.
- 1.9. The Customer must notify Geelong Transport Repairs in writing if there is any change in the shareholding or ownership of the Customer (in accordance with clause 10.1), any material change in the Customer's financial position and/or if the Customer is subject to any legal proceeding.

2. Payment

- 2.1. The Customer must pay Geelong Transport Repairs the Purchase Price listed on the Invoice on delivery of the Goods and/or Services, or if the Customer has a Trading Account, payment terms are strictly thirty (30) days from the end of the month of the Invoice and payment is due and payable on/before that date.
- 2.2. Despite clause 2.1, the Customer must pay Geelong Transport Repairs all or part of the Purchase Price for a Special Buy-in Order in advance of Geelong Transport Repairs placing an order for the Special Buy-in Order, or before the Special Buy-in Order is delivered to the Customer or used in Services for the Customer, if and as requested by Geelong Transport Repairs. To avoid doubt, Geelong Transport Repairs may request payment in instalments.
- 2.3. All representations made in the Invoice are made on the basis that errors and omissions are excepted.
- 2.4. Geelong Transport Repairs reserves the right to vary the Purchase Price in the event of a variation to the Order and/or any Special Buy-in Order, and notice will be provided in writing by Geelong Transport Repairs within a reasonable time.
- 2.5. Any written estimate, or verbal estimate, given by Geelong Transport Repairs will expire after ten (10) days (Estimate), to accept the Estimate the Customer must place an Order within ten (10) days of receiving the Estimate.
- 2.6. Unless Geelong Transport Repairs otherwise notifies the Customer in writing, the price charged for the Goods and/or Services is exclusive of any goods and services tax, sales tax, excise, duty and/or any identified or new taxes that come into existence after the effective date of the Contract.
- 2.7. Where any goods and services tax, sales tax, excise, duty and/or any identified or new taxes apply to any supply made under the Contract, Geelong Transport Repairs may recover from the Customer an additional amount on account of those taxes and Geelong Transport Repairs will deliver to the Customer a compliant Invoice.
- 2.8. Unless agreed in writing by the Supplier, the Customer must not withhold payment of the Purchase Price due to a dispute or any other query arising in respect of the Order, the Purchase Price or any other matter connected with the Contract.
- 2.9. Geelong Transport Repairs may, in its complete discretion apply any payment received from the Customer to any amount owing by the Customer to Geelong Transport Repairs.
- 2.10. All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees, interest, storage charges (refer to clause 4.8) and internal costs and expenses of Geelong Transport Repairs, are to be paid by the Customer as a debt due and payable under the Contract.

3. Default

- 3.1. The Customer will be in default if:
 - (a) the Customer breaches the Contract;
 - (b) payment for the Goods and/or Services has not been received by Geelong Transport Repairs in full by the due date for payment;
 - (c) the Customer becomes insolvent or unable to pay the Customer's debts as and when they are due and payable;
 - (d) the Customer, being an individual, commits an act of bankruptcy or becomes an insolvent under administration;
 - (e) the Customer, being a body corporate, becomes an externally-administered body corporate or any proceedings are filed or steps taken that may result in the Customer becoming an externally-administered body corporate;
 - (f) Geelong Transport Repairs forms the reasonable opinion that the Customer's credit worthiness or credit standing alters from that indicated in its Application.

3.2. Without prejudice to any other rights of Geelong Transport Repairs under this Contract or under statute or common law, if the Customer defaults, Geelong Transport Repairs may do one or more of the following:

- (a) without notice to the Customer, make all money owing by the Customer to Geelong Transport Repairs, on the Trading Account or on any account whatsoever, immediately due and payable (including any costs incurred as a result of trying to recover the outstanding amount);
- (b) treat the whole of the Contract, any part of the Contract and/or any other contract with the Customer as repudiated and sue for breach of contract;
- (c) make a Claim for Loss, including Consequential Loss, in connection with the Customer's default;
- (d) refuse to supply or deliver any Goods and/or Services to the Customer;
- (e) repossess or claim repossession of any Goods in the Customer's possession where title has not passed to the Customer so that title to the Goods remains with Geelong Transport Repairs, and, for the purpose of locating and repossessing those Goods, the Customer irrevocably gives Geelong Transport Repairs, or an agent of Geelong Transport Repairs or person authorised by Geelong Transport Repairs, authority to enter any premises occupied by the Customer, or any premises where the Goods are situated as invitee of the Customer, without liability for trespass or any resulting damage in retaking possession of the Goods, to resell those Goods and to apply the proceeds of that sale to payment of the Purchase Price or any other money owing under the Contract;
- (f) exercise any rights Geelong Transport Repairs has pursuant to clause 4.8;
- (g) without notice to Customer, commence taking steps to collect the overdue amount, including, without limitation, debt collection action and any associated legal proceedings;
- (h) without notice to the Customer, vary any credit Geelong Transport Repairs has provided to the Customer under the Trading Account;
- (i) suspend or terminate the Trading Account by providing notice in writing;
- (j) if the Customer is in default for the failure to pay debts as and when they are due and payable, charge interest on any money owing until payment at the rate of 2.5% per month.

4. Provision of Services

4.1 Geelong Transport Repairs may in its absolute discretion cancel or postpone appointments in relation to Services if it is reasonable for Geelong Transport Repairs to do so or it is in Geelong Transport Repairs legitimate business interests to cancel or postpone the appointment.

4.2. The parties rights and obligations relating to the cancellation of Services is provided in clause 8 and these Terms.

4.3. Unless specified by Geelong Transport Repairs to the contrary in the Order, Geelong Transport Repairs does not warrant that it will be capable of providing the Services at specific times requested by the Customer during the term of the Contract.

4.4. Subject to otherwise complying with its obligations under the Contract, Geelong Transport Repairs will exercise its independent discretion as to the most appropriate and effective manner of providing the Services and of satisfying the Customer's expectations of those Services.

4.5. Geelong Transport Repairs may refuse to fit vehicle parts and accessories supplied by the Customer in its absolute discretion.

4.6. Geelong Transport Repairs may agree to provide additional Services not included or specifically excluded in the Order on request from the Customer, whether such Services are suggested or recommended by Geelong Transport Repairs or not. In this event, Geelong Transport Repairs shall be entitled to make an additional charge. Additional Services includes, but is not limited to, alterations or amendments to Services authorised by the Customer and visits by Geelong Transport Repairs to locations external to Geelong Transport Repairs place of business.

4.7. The legal and equitable title to the Goods will remain with Geelong Transport Repairs and will not pass to the Customer until such time as full payment (in cleared funds) of an Invoice in respect of the Goods is received by Geelong Transport Repairs from the Customer for all Goods supplied by Geelong Transport Repairs to the Customer and for all other moneys owed by the Customer to Geelong Transport Repairs in respect of the Goods.

4.8. If Geelong Transport Repairs supplies Goods and/or Services to the Customer, the Customer agrees that in addition to an artificer's lien and any other rights Geelong Transport Repairs may have under statute or common law:

- (a) Geelong Transport Repairs has a lien over the vehicle or good, (including any Goods), in respect of which Services or Goods are provided and may exercise the lien against the vehicle or good (including any Goods), as security for payment in full of the Purchase Price for the Services and/or Goods supplied by Geelong Transport Repairs;
- (b) Geelong Transport Repairs may exercise a lien against a vehicle and/or good in respect of any payment of the Purchase Price for Goods and Services supplied by Geelong Transport Repairs; and
- (c) the Supplier's lien in clauses 4.8(a) and 4.8(b) extends and remains in force until payment is received in full for the Purchase Price, and, if additional to the Purchase Price, the payment of storage fees and third party costs, for example towing costs paid for by Geelong Transport Repairs .

4.9 To the extent permitted by law, unless otherwise agreed in writing by Geelong Transport Repairs, if the customer believes there is an issue with the vehicle due to services provided by Geelong Transport Repairs , or goods fitted in connection with the services provided by Geelong Transport Repairs (Issue), the customer must return the vehicle to Geelong Transport Repairs to enable them to assess if Geelong Transport Repairs is liable for the issue and, if Geelong Transport Repairs is liable, to provide a remedy.

4.10 If the Customer is provided with an invoice and advised that the vehicle is ready for delivery either verbally or in writing, then if the Customer does not collect the vehicle or goods within seven (7) business days of that notice then Geelong Transport Repairs may in its absolute discretion charge a reasonable storage fee of \$25.00 per day.

5. Returns

5.1 The Customer must notify Geelong Transport Repairs within fourteen (14) days of delivery if there is any alleged defect, shortage in quantity, damage, or failure to comply with the description or Order (Alleged Order Issue). The Customer must afford Geelong Transport Repairs an opportunity to inspect the Goods within seven (7) days after notifying Geelong Transport Repairs in accordance with this clause. To the extent permitted by law, if the Customer fails to notify Geelong Transport Repairs within fourteen (14) days of delivery of any Alleged Order Issue, the Goods will be deemed to be accepted by the Customer and in accordance with the Contract relating to the Goods and, without limiting any right available under the Australian Consumer Law, free from defect or damage.

5.2 Notwithstanding anything in clause 5.1, except as required by law, Geelong Transport Repairs will be under no obligation to accept Goods returned for any reason.

5.3. If Geelong Transport Repairs does not have an obligation under the Australian Consumer Law or a Warranty in respect of the returned Goods, Geelong Transport Repairs is under no obligation to accept Goods returned and may in its absolute discretion accept or reject the return of Goods and in deciding whether to accept the return of the Goods, Geelong Transport Repairs may consider (amongst other things) whether the returned Goods are in the original packaging, accompanied by the original Invoice and in a condition suitable for Geelong Transport Repairs to re-stock and re-sell;

5.4. If Geelong Transport Repairs accepts the return of the Goods pursuant to clause 4.3, then Geelong Transport Repairs in its absolute discretion may allow for an exchange for Goods of equivalent price or to provide a credit to the value of the Goods and the Customer will be liable for transport or postage charges (including any applicable insurance).

5.5. If Geelong Transport Repairs does have an obligation under the Australian Consumer Law in respect of the returned Goods, and the failure is not a major failure, then, without limiting the rights of the Customer under the Australian Consumer Law (except as provided in clause 11.8), Geelong Transport Repairs may in its discretion replace the Goods, repair the Goods or provide a refund for the Goods.

5.6. Acknowledgement of receipt of the Customer's vehicle or the returned Goods by Geelong Transport Repairs does not amount to acceptance of those returned Goods nor of any liability to provide to the Customer an exchange or credit, repair, replacement, refund or other remedy.

5.7. The Customer acknowledges that any Special Buy-In Orders are non-returnable except as provided under any applicable Warranty or the Australian Consumer Law.

5.8. Without limiting any rights that may be available under the Australian Consumer Law (except as set out in clause 7.8), if the Customer is seeking to make a Claim pursuant to a third party manufacturer warranty, the Good may be sent back to the manufacturer for inspection and the remedy will depend on the decision of the third party manufacturer.

6. Warranty

6.1. The Customer acknowledges and accepts the terms and conditions of any applicable Warranty.

7. Risk & Liability

7.1. Risk in the Goods passes to the Customer upon the Customer collecting the Goods, on the Goods otherwise leaving the premises with the authority of the Customer (including all risks associated with transport and unloading, including if a vehicle is being towed) or upon title in the Goods passing to the Customer, whichever is the earlier.

7.2 The Customer will ensure when placing Orders that there is sufficient information to enable Geelong Transport Repairs to execute the Order and provide the Services. To be clear, the Customer must advise Geelong Transport Repairs of issues with the vehicle of which the Customer is aware.

7.3 Geelong Transport Repairs may in its absolute discretion, may refuse to fit any parts or products sourced and/or supplied by the Customer and used by Geelong Transport Repairs in providing Services and, if Geelong Transport Repairs does agree to fit a part supplied by the Customer, then the Customer acknowledges and agrees that, for the purpose of the Australian Consumer Law the supplier is not the Supplier of the part supplied by the Customer.

7.4. The Customer agrees that if it is aware (or should be aware) that the Goods, the subject of an Order, are for a particular purpose or are required to possess special characteristics, the Customer will clearly specify that purpose or those characteristics in any such Order.

7.5. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us, and to a refund for the unused portion, or to compensation for its reduced value.

7.6. 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 a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

7.7. To the extent permitted by law and except as otherwise expressly provided in the Contract, all express and implied warranties, guarantees and conditions under statute or common law as to merchantable quality, description, quality, suitability or fitness of the Goods and/or Services for any purpose or as to design, assembly, installation, materials or workmanship or otherwise is expressly excluded.

7.8. In addition to, and without limiting the exclusions permitted by law in clause 11.7, to the extent permitted by law, including, where the Supplier has an obligation under the Australian Consumer Law, for Goods and Services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption Geelong Transport Repairs' liability is limited in relation to the sale of Goods and/or Services to the Customer as follows:

(a) Geelong Transport Repairs liability for any Claim is limited at Geelong Transport Repairs' option to replacing the Goods with equivalent goods, repairing the Goods (or payment for the repair of goods) or providing a refund for the Goods. and for

the Services providing a remedy to the Customer, which may include, re-supplying the Services or providing a refund for the Services;

(b) Geelong Transport Repairs is not liable for any Loss to person or property arising from or caused in any way by the Goods and/or Services; and

(c) Geelong Transport Repairs will not be liable for any Consequential Loss.

7.9. Any limitation of liability in clause 11.8 and/or in this Contract does not apply if it would restrict, modify or exclude the Customer's rights in a way that is not permitted under Australian Consumer Law or any other applicable law.

7.10. To the extent permitted by law, the Customer indemnifies Geelong Transport Repairs against any damages arising out of fitment of the Goods and/or Services which occurs due to the Customer's failure to undertake proper due diligence with respect to the suitability of the Goods for the intended purpose or arising out of the use of vehicle parts or accessories supplied by the Customer to Geelong Transport Repairs.

7.11. Where more than one Customer completes the Contract each will be liable jointly and severally.

7.12. The Contract is binding on the Customer, their heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.

7.13. To the extent permitted by law, the Customer acknowledges that in the event of any breach of the Contract by Geelong Transport Repairs the remedies of the Customer, including Consequential Loss (if not otherwise excluded by this Contract), will be limited to Loss which under no circumstances shall exceed the Purchase Price of the Invoice issued in respect of the Service and/or Goods directly related to the breach.

8. Cancellation

Cancellation by Supplier:

8.1 Geelong Transport Repairs may cancel an Order to which this Contract applies or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice, Geelong Transport Repairs will repay to the Customer any sums paid in respect of the Purchase Price. The Supplier will not be liable for any Loss or damage or Consequential Loss arising from such cancellation.

8.2. Without prejudice to Geelong Transport Repairs's other remedies at law, Geelong Transport Repairs will be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled, if the Customer is in default under this Contract, and all amounts owing to Geelong Transport Repairs will, whether or not due for payment, become immediately payable in the event of default as specified in clause 3.

Cancellation by Customer:

8.3. Unless expressly agreed to in writing by Geelong Transport Repairs:

(a) an Order for Goods, including Goods that are Special Buy-In Orders in connection with Services, cannot be cancelled by the Customer; and

(b) an Order for Services cannot be cancelled by the Customer unless 24 hours notice is provided to Geelong Transport Repairs.

8.4. The failure to comply with the clause 8.3 is a breach of these Terms and, without limiting any other rights of the Supplier in these Terms, and unless otherwise expressly waived in writing by Geelong Transport Repairs, the Customer may be held liable under these Terms for reasonable costs incurred by Geelong Transport Repairs and any Loss and Consequential Loss incurred by Geelong Transport Repairs, which may include all or part of the amount the Customer would have paid to Geelong Transport Repairs for receiving the Services and any reasonable administrative costs incurred by the Supplier and Geelong Transport Repairs will provide to the Customer a compliant Invoice itemising the reasonable administrative costs.

8.5. If the Customer places an Order with Geelong Transport Repairs and Geelong Transport Repairs places an order with a third party supplier to meet the Customer's request, the Customer will be liable for the Purchase Price of the Goods ordered if the Customer cancels the Order and Geelong Transport Repairs is unable to cancel the third party Goods order or the Goods have been dispatched.

8.6. If the Customer places an Order with the Supplier that is a Special Buy-In Order and Geelong Transport Repairs places an order with a third party supplier to meet the Customer's request, the Customer shall be liable:

(a) for the Purchase Price of the Goods ordered if the Customer cancels the Order and the Goods have already been dispatched or Geelong Transport Repairs is unable to cancel the order with the third party supplier; or

(b) for any Loss incurred by Geelong Transport Repairs if Geelong Transport Repairs is able to cancel the order with a third party supplier but has incurred costs in cancelling the order with the third party supplier.

9. Force Majeure

9.1. With the exception of the payment of the Purchase Price for Goods dispatched and Services provided to the Customer (as required by the terms of this Contract or as otherwise agreed in writing between the parties), neither party has any liability under this Contract or may be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that party (including without limitation as a result of any strike, war, terrorist attack, trade dispute, fire, flood, tempest, theft, epidemic, pandemic or breakdown in machinery of any kind, disruption to electricity (or any other utility), or breakdown or disruption of any electronic communication support system).

9.2. The party affected by these circumstances must promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

9.3. If Geelong Transport Repairs is unable to fulfil or complete an Order placed by the Customer within the time frame required by the Customer due to a circumstance in clause 9.1 or 9.2, then Geelong Transport Repairs may cancel the Order without the Customer having a Claim against the Supplier for Loss or Consequential Loss arising from such a cancellation.

10. The Supplier May Assign

10.1. Geelong Transport Repairs may assign, license or sub-contract all or any part of its rights and obligations under the Contract, to another person without notice to the Customer.

10.2. The Customer may not assign or otherwise transfer any or all of its rights and obligations under this Contract without the prior written agreement of Geelong Transport Repairs.

11. Variation

11.1. Geelong Transport Repairs may vary these Terms at any time by providing notice to the Customer, however, the Customer agrees that notice in writing is not required if clause 21 is applicable.

12. Website

12.1. The Customer acknowledges that Geelong Transport Repairs may use these Terms on its website and that it may provide notice to the Customer of any variation. In this event, the Terms Geelong Transport Repairs website will apply to any future dealings as between the parties and the Customer is deemed to have notice of any such Terms and/or variations.

13. Jurisdiction

13.1. The Contract is governed by the laws of Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria.

14. Severance

14.1. If a provision of the Contract would, but for this clause, be unenforceable the provision must be read down to the extent necessary to avoid that result, and if the provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of the Contract.

15. Costs

15.1. The Customer must pay all of Geelong Transport Repairs costs and expenses in connection with the Contract, including legal expenses (on an indemnity basis), stamp duty and costs incurred in the recovery of monies owing by the Customer to Geelong Transport Repairs, or in otherwise enforcing Geelong Transport Repairs rights against the Customer, under the Contract.

16. Set off

16.1. The Customer shall have no right of set-off in any suit, Claim or proceeding brought by Geelong Transport Repairs against the Customer for default in payment, or by the Customer against Geelong Transport Repairs.

16.2. The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.

17. Entire Agreement

17.1. The Contract constitutes the entire agreement between Geelong Transport Repairs and the Customer with respect to the Goods and/or Services supplied under the Contract. All prior negotiations, proposals and correspondence are superseded by the Contract and the Contract will in all circumstances prevail over the Customer's Terms.

17.2. No subsequent correspondence or document or discussion will modify or otherwise vary the Contract unless such variation is in writing and signed by Geelong Transport Repairs.

17.3. Nothing in this Contract is intended to have the effect of contravening the Competition and Consumer Act 2010 or any other applicable legislation.

We value your custom & are appreciative of your business. Please don't hesitate to contact us if you would like any further clarification.