



## GEARDOWN GEARBOX AND DIFF WORKSHOP DISCLAIMER

### Authorisation

Geardown hereby certifies that they have the legal right to authorize repairs for the customer's listed vehicle, either through legal ownership, lease rights, or written authorization from the vehicle's owner. The customer authorizes Geardown to take the steps necessary to perform the repairs listed in this contract, including any necessary on-road vehicle testing.

### Payment

The Customer agrees to pay in full for the services described above upon successful completion of all listed auto repairs prior to picking up their vehicle from Geardown. The Customer agrees to pay for all parts, labour, fees, taxes, and other charges incurred during the performance of any repairs authorized by the Customer in writing. Geardown will provide an invoice upon completion of repairs detailing all fees, and listing a final outstanding balance for payment. Payment must be made in full before the vehicle will be returned to Customer or upon collection.

### Repair Process

The Customer's repair process progresses through three stages as follows:

1. **Vehicle Analysis:** In this stage, technicians evaluate the vehicle and create a report listing all necessary repairs. This report details any damage or outstanding maintenance required, and includes expected repair costs. This report has been delivered or communicated to the Customer and was used to create the repair description and cost itemisation in this contract.
2. **Additional Damage:** During the repair process, additional problems may be uncovered. In the event that Geardown technicians discover the need for repairs outside of those listed in this contract, work on the vehicle will cease, and written notification or telephonic communication of required repairs will be communicated to The Customer. Geardown will not perform any repairs outside of those listed in this contract without prior written authorization from The Customer.
3. In the event that an insurance claim is filed by The Customer related to the repairs performed, Geardown will create an insurance estimate for submission to the insurer. This estimate is intended for internal use by the insurer for purposes of validating the insurance claim and reserving funds for payment at the conclusion of repair services by Geardown.



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### **Non-OEM Parts**

Customer's acknowledges that any repairs using parts not made by the vehicle's manufacturer (commonly known as "aftermarket parts") may lead to the following:

1. Lease or Finance Violation: Some lease and finance contracts require the purchaser or lessee to make repairs using only original manufacturer parts ("OEM Parts"). Aftermarket parts used in repairs may violate these contracts.
2. Decrease in Value: Repairs made using aftermarket parts may lead to increased depreciation and lost vehicle value.
3. Manufacturer Warranty: Some vehicle manufacturers require that all repairs be made using only OEM parts. Use of aftermarket parts may void vehicle warranties.

In recognition of the above risks, Geardown shall not use any parts for repairs unless those parts are approved for use by its Customers. It is advised that the customer take the above risks into account when choosing parts for necessary repairs.

While Customers have the sole right to choose which parts are used for repairs to the listed vehicle, Geardown reserves the right to exercise professional judgement and refuse to make repairs using parts which are deemed inadequate or unsafe unless expressed by the Customer or consent received via communications.

### **Labour Warranty**

Geardown shall provide a limited warranty covering the work performed under the terms of this auto repair contract. This warranty shall last for a period of 4 (Four) months from the completion of authorized repairs. During the warranty period, Geardown will, at its sole cost and expense, correct any defects in workmanship related to the repairs performed in relation to this contract. This warranty covers labor only, and does not extend to any parts used for repairs or towing and collection of vehicles.

### **Binding Contract**

This contract shall be considered binding upon both parties and their assignees or successors, including subsequent title holders for the vehicle being repaired upon signature of a Geardown Job Card.

#### **Additional Services**

No services outside of those described in this auto repair contract will be performed by Geardown without prior written / email or telephonic communication approval from Customers.

### **Entire Agreement**

This contract represents the entire legal agreement between Geardown and its Customers. No other promises or arrangements outside of this contract and subsequent repair authorizations shall be considered valid.

### **Penalty for Non-Payment**

Geardown shall not be required to release vehicles until Customers have made full payment for all services approved in writing or telephonic confirmation and performed by Geardown.

In the event that auto repair services rendered are not paid for within 30 days of completion, Geardown reserves the right to sell the vehicle or its parts to recover the costs incurred while performing approved auto repair services.