

REPAIR AND SERVICING WORKSHOP TERMS & CONDITIONS 2023

W A Stroud Ltd – Trading as Equipment Services & Supplies Ltd

W A Stroud Ltd, trading as Equipment Services Limited (“WASL/ESS”) undertakes to provide a viable repair and servicing solution to your spray equipment and fluid transfer equipment. Detailed below are the Terms & Conditions 2023.

1. Inspection Fee (Non-refundable)

The Inspection Fee covers the time spent by the technicians in disassembling, diagnosing or assessing the equipment to ascertain a cause and solution. **Inspection fee starts from \$50.00 (ex GST)**, which will be taken off the final repair fee if a repair quote has been approved to go ahead.

The term “equipment” is a general description to describe the customer’s machine(s).

2. Authorisation

The customer authorises WASL/ESS to conduct an evaluation of the equipment to determine the nature of the damage and provide an estimate of the repair cost and duration of repair. The customer authorises WASL/ESS, its employees and agents to receive and transport the equipment to, from & between its facilities.

3. Quotes are estimations only

All quotes provided by WASL/ESS are estimates and are given based on the information available at the time of inspection. If the fault diagnosed is materially different from the initial inspection, WASL/ESS will notify the customer and provide the customer with a revised quote.

4. Priority repairs (same day and 1 hour express) available upon request

Subject to the availability of equipment parts and complexity of the necessary repairs, WASL/ESS may complete repair works on the same day or within 1 hour subject to payment of an additional cost in accordance with our fee schedule which is available on request.

5. Customers Guarantee

(a) WASL/ESS offers a three month ‘return-to-base’ guarantee on all equipment repairs and repaired parts undertaken by it. This warranty covers equipment which has been used for its intended purpose only.

(b) If for any reason an equipment repair fails within three months from the first repair, WASL/ESS will attend to one (1) further repair at no extra charge. WASL/ESS will only endeavour to provide a maximum of one further repair to the same or similar initial equipment problem within three months from the first repair. Where the equipment failure has not been resolved by WASL/ESS after two total tries within the three month guarantee period, WASL/ESS will return the equipment to the customer in the current condition. The initial repair costs, excluding Inspection Fee will be refunded to the customer.

(c) When a guarantee is contested, the customer must allow a reasonable time for the item to be checked by WASL/ESS and if necessary, return the parts to the original equipment supplier/manufacturer, which in some cases may take up to four weeks. Additional charges may apply on request outside of warranty period.

(d) Three Month Guarantee Exclusions

(i) Limited liability: WASL/ESS’ maximum liability of any kind with respect to services, including the replacement of parts, including any negligence on its part, shall be limited to the sum equivalent to the cost of repair/service quoted to the customer.

6. Job Instruction

While WASL/ESS will use its best endeavours to record the customer's instructions, it is the customer's responsibility to clearly explain in detail the nature of the problem. The customer acknowledges that WASL/ESS's initial inspection will be based on the customer's instructions and it shall not be responsible for failure to diagnose or detect any other matters which are not disclosed.

7. Equipment held by WASL/ESS:

(a) Storage fee

The customer agrees to collect his/her equipment within ONE week of:

- i. a quote being issued but the customer does not want to proceed with the proposed repair; or
- ii. the issue of an invoice following the completion of repair; or
- iii. Where WASL/ESS cannot undertake the repair for whatever reasons.

If the customer fails to collect the equipment after one week of either clause 7(a)(i), (ii) or (iii), then WASL/ESS will issue the customer a first notice for collection by email. The customer will be charged a storage fee of \$1.00 calculated on a daily basis from the expiry of the notice to the actual date of collection.

The customer acknowledges that WASL/ESS has the right to detain the equipment if there is an outstanding payment for the repair and/or storage fee.

The customer further acknowledges that they have provided a contact address (phone, email & physical address) to WASL/ESS and any communication delivered to the given address shall be deemed to be received by the customer the following day after the delivery of the message.

(b) Right to dispose equipment.

When a customer fails to collect the equipment within one month from the date of the first notice issued under clause 7(a), WASL/ESS will issue a final reminder by email to the customer to collect within ONE week from the date of the final reminder. Where the customer does not take any action to collect the equipment within the final notice period, the equipment will be disposed in accordance with clause 7(c) without further notice to the customer.

(c) No further liability

All items not claimed within the notice period under clause 7(b) will be sold. The sales proceeds less any outstanding payment, disposal and administrative costs will be refunded to the customer. Where the sales proceeds are less than the combined total of the outstanding payment, disposal and administrative costs, the shortfall will be deemed to be a debt owing to WASL/ESS. WASL/ESS has the discretion to appoint a debt collector to collect the debt and to retain the customer's personal credit records for a period no longer than 5 years.

8. Payment

A non-refundable inspection fee starting from \$50.00 (ex gst) covers the initial inspection and is to be paid up-front. The balance payment is due upon completion of a successful repair/service, prior to release of the equipment (whether shipped or collected) to the customer, unless a special arrangement has been made. The customer is responsible for all shipping costs (irrespective of whether any repair is undertaken), custom duties and taxes to and from WASL/ESS.

I acknowledge, understand and agree with these terms and conditions of repair and service, and am authorised to sign on behalf of:

Customer name _____ Date _____

Name of signatory _____ Signature _____