

TERMS AND CONDITIONS - BETTER CALL SAUL ROADWORTHY

1. DEFINITIONS

- a) BCSMR Pty Ltd and any of its subsidiaries shall hereinafter be referred to as "Better Call Saul".
- b) The person, firm or company with whom Better Call Saul shall enter into a contract shall hereinafter be referred to as "the Customer".
- c) "Contract" shall refer to the agreement between Better Call Saul and the Customer by which the following terms and conditions apply.
- d) "Booking" shall mean the verbal or written request from the Customer to Better Call Saul for products or services that will become the Contract, and will be subject to the below terms and conditions.
- e) "Quote" means the price quoted to the Customer for the Products and Services, prior to commencing agreed services.
- f) "Additional Charge" are additional fees applied with the following conditions:
- Result of Request by the Customer for additional Products and/or Services;
 - Balance of adjusted amount for Price changes from our Suppliers
 - Additional amounts added to a Customers invoice to cover costs incurred by BCSMR, such as storage fees etc.
- g) "Customer Supplied Items" are any products or parts supplied by the customer for use as part of our work.

2. GENERAL

- a) If the Customer shall verbally make a booking for works to be completed, a contract shall be deemed to have been made immediately upon acceptance of the Booking by Better Call Saul and shall be subject to the terms and conditions contained herein.
- b) These terms and conditions shall form part of and shall govern any contract entered into between Better Call Saul and the Customer, unless they are specifically modified or rescinded by Better Call Saul in writing prior to work being completed by Better Call Saul.
- c) Any price Quote Better Call Saul may provide to a Customer, including an estimate of time to complete work or cost for Products and Services, is subject to change due to circumstances including product availability, modification of time required to provide the service etc.

3. QUOTE

- a) Better Call Saul may provide the Customer with a verbal or written quote(s) for products and services, which are valid for 30 days, and are subject to changes at any time.
- b) All quotes are based on the estimated cost of goods and labour, including materials that are available at the time of the Quote. We may amend the details of the Quote and advise the Customer in writing, over the telephone, or through SMS. All amendments supersede any details provided in previous Quotes.

4. PAYMENT TERMS

a) An invoice will be issued upon completion of services which include the following:

- All amounts payable to Better Call Saul for Products used and Services completed;
- Any additional costs including storage fees, legal fees etc.

b) All invoices shall be paid in full prior to vehicle being released back to the customer.

c) Should the Customer be unable to pay in full at time of collection, they may, of their own discretion of their financial position, use an alternative 3rd party loan method to ensure collection of the vehicle is possible. Better Call Saul currently offers payment through Afterpay, Openpay, Zip and Humm. Better Call Saul is not affiliated with any of these companies and offers these options to support our customers and not for its own financial benefit.

d) Any failure by the Customer to comply with the terms of payment of our invoices shall be construed as a breach of contract on the part of the Customer and we may withhold any additional services or goods relating to the vehicle, until the entire amount is paid, or a payment plan is negotiated.

5. PART INVOICE

a) Where specifically negotiated and agreed by Better Call Saul, payment may be made in part(s) on an invoice, to cover portion(s) of Products and Services, while the vehicle is within our possession and undergoing repairs.

b) Any failure by the Customer to comply with the negotiated terms of any part payment of invoice shall be construed as a breach of contract on the part of the Customer and shall entitle Better Call Saul to cease all works forthwith until the payment shall have recommenced or been made in full.

c) Better Call Saul shall not have any liability to the Customer whatsoever arising from the cessation of work for failure to pay any part invoice.

6. OVERDUE AND UNPAID INVOICES

a) The Customer agrees to pay all associated and expenses incurred by Better Call Saul, in connection with the recovery of any overdue or unpaid Customer invoices, including but not limited to storage and legal fees (where applicable).

b) Storage Fees may apply to any vehicle that is unclaimed after 3 days of completion of work, and will incur a fee of \$5 per day until collection, which will be added to the Customers Invoice and will require full payment before the vehicle can be released.

c) Under the Disposal of Uncollected Goods Act 1967, Better Call Saul is permitted by law to sell the vehicle to recover the cost of Products and Services completed, if the vehicle is unclaimed and money is still owing, after a period of 6 months.

7. PRICES

a) Prices of parts supplied to Better Call Saul are set at the discretion of our suppliers and are subject to change without notice, which may result in Better Call Saul modifying Product and Service prices to Customers to accommodate this.

b) In the event that there is a significant variation in the cost of Products, labour, externally incurred costs or other matters, then Better Call Saul may vary the Price set out in the Quote and advise the Customer who shall pay the revised Price.

8. GENERAL EXCLUSION OF LIABILITY

a) Better Call Saul is not liable for any prospective profits, or special indirect or consequential damages, or any general loss or damage, or for any expense resulting from use by the Customer or others of defective goods, unless otherwise governed by the laws of Queensland.

b) The customer acknowledges and agrees that that Better Call Saul may, at their discretion, refuse to fit or use any customer supplied or items. In addition, there is no warranty provided by Better Call Saul for the use of customer supplied items. Better Call Saul will not take responsibility for any loss which stems from the use of customer supplied items.

9. FORCE MAJEURE

If for any reason beyond Better Call Saul's control, Better Call Saul's performance is delayed or impeded, Better Call Saul may cease or suspend work on the Customer's vehicle (at its absolute discretion) provided always that the Customer shall pay any part invoice and shall pay all charges and expenses incurred and moneys paid by Better Call Saul in respect thereof.

10. TERMINATION

a) If the Customer shall default in any of its obligations under this contract, Better Call Saul shall have the right to terminate the contract immediately upon the provision of written notice to the Customer.

b) To the extent permitted by law, upon termination of the contract prior to payment of the Price in full, all amounts incurred up to point of termination become payable immediately.

11. NO WAIVER

No relaxation by Better Call Saul of the Customers obligations under this contract shall be regarded as a waiver of Better Call Saul's right to enforce those obligations on a subsequent occasion.

12. GOODS & SERVICES LIABILITY

a) The goods and services provided by our business cannot be excluded by Australian Consumer Law. You may cancel your service contract and receive a refund for the unused portion (if applicable) if there are major failures in the goods or services we provide.

b) If such failures are not major in nature, then the failure will be rectified in a reasonable time. If this fails to occur, then you are entitled to a cancellation of the contract and a refund for the goods and any unused portion (if applicable) and you are entitled to any compensation for any loss or damage as a result of the failure in the goods or services provided.

13. APPLICABLE LAW

All terms are governed by the laws of Queensland. All parties must submit to the jurisdiction of the courts located in Queensland to resolve any lawful disputes. The terms will include any quotes that represent an agreement between the parties involved.

These are the terms and conditions that Better Call Saul operates under for the protection of ourselves and our customers.