

Brass Knuckle Customs

New Client Registration Form

3116 LIMITED T/A BRASS KNUCKLE CUSTOMS
8 MALEME STREET, GREERTON, TAURANGA
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WWW.BRASSKNUCKLE.CO.NZ



Please fill out this form to the best of your ability and sign on page three to acknowledge you have accepted our terms and conditions of trade and have indicated your preferred level of media consent. If you have any questions regarding this form, please don't hesitate to ask.

FIRST NAME: _____ LAST NAME: _____

CONTACT NUMBER: _____ EMAIL ADDRESS: _____

HOME ADDRESS/BILLING ADDRESS: _____

VEHICLE REGISTRATION (IF APPLICABLE): _____ MAKE/MODEL: _____

PROJECT DISCRIPTION:

MEDIA CONSENT.

@Brassknucklecustomsbop

Photography & Video Updates - Including Social Media, Advertising Material & Website:

All options below are regarding; Progress updates, promotional use and social media sharing.

Refer to next page - clause 14 of terms & conditions regarding social media.

Please indicate your preferred level of photography and videography consent by ticking the box next to the option that you prefer

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Option 1 - Full Consent:

Please post as many photos or videos of my vehicle as possible! I agree to photos and of my vehicle/project being uploaded to all forms of social media or advertising platforms.

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Option 2 - Partial Consent:

Please edit out or cover my registration and identifiable features. I consent to close-up photos or videos of specific work being taken and uploaded provided no features such as my registration are shown. I understand my project may be in the background/within view in wide shot videos and photos taken in the workshop.

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Option 3 - No Consent:

Please do not take photos of my vehicle. I do not consent to any direct photos or videos of my vehicle/project being taken or shared publicly. I understand my project may be in the background/within view in wide shot videos and photos taken in the workshop. Refer to clause 14 of terms and conditions (NPO).

By ticking the box of which best applies, you agree to either Full Consent, Partial Consent or No Consent for images of your personal vehicle being used for all forms of Advertising Material. Images shared publicly may be removed at any time on request. Your chosen level of consent will be taken into consideration by staff however; if option two or three has been chosen, you acknowledge that photos/videos of the workshop may include your vehicle in the background. The owner (or person(s) responsible) reserves the right to contact 3116 Limited to have media that may contain said vehicle/project removed - within reason. Brass Knuckle Customs cannot take any responsibility for copies made and/or shared by a third-party once images and videos have been uploaded; this includes any form of AI usage. All media uploaded is owned by Brass Knuckle Customs and cannot be claimed as your own work. Media is encouraged to be re-posted or shared with credit given to our team.

PLEASE SEE NEXT PAGE OVER FOR FULL TERMS AND CONDITIONS TRADE.

Also available on our website – www.brassknuckle.co.nz

Acknowledgement & Acceptance:

I (name), _____ acknowledge, understand and agree to the terms and conditions as presented by 3116 Limited (Brass Knuckle Customs). Additionally, I have agreed to and indicated my level of consent regarding social media and advertising.

Signature: _____ Date: ____ / ____ / ____

THIS FORM IS REQUIRED TO BE SIGNED UPON BOOKING IN. NO WORK WILL BE STARTED ON YOUR VEHICLE UNTIL IT HAS BEEN SIGNED AND RETURNED BACK TO THE OFFICE, UNLESS OTHERWISE DISCUSSED AND AUTHORISED BY MANAGEMENT.

Completion of this form does not secure a booking without prior discussion. To book your project in, please contact the office.

OFFICE USE ONLY

Staff member: _____ Signature: _____

Job number allocated: _____ Date: ____ / ____ / ____



3116 Limited T/A Brass Knuckle Customs — Terms & Conditions of Trade

Also available on our website www.brassknuckle.co.nz

1. Definitions

Contractor means 3116 Limited T/A Brass Knuckle Customs, its successors, assigns, employees, agents, and any person acting with its authority.

Client means the person or entity requesting or purchasing Goods or Services from 3116 limited. Goods means all parts, components, materials and products supplied by 3116 limited, whether new or second-hand. Services means all labour, fabrication, repairs, modifications, installations, paint, panel, or other automotive work performed by 3116 limited. Price means the total amount payable by the Client for the Goods and/or Services as quoted or invoiced (including GST and any variations).

2. Governing Law and Application

These Terms are governed by the laws of New Zealand. Nothing in these Terms is intended to contract out of the Consumer Guarantees Act 1993, Fair Trading Act 1986, or the Contract and Commercial Law Act 2017, except to the extent permitted. Where the Client acquires Goods or Services for business purposes, the Consumer Guarantees Act does not apply. If there is any inconsistency between these Terms and a purchase order or quote acceptance, these Terms prevail unless agreed otherwise in writing.

3. Acceptance of Terms

By booking a job, approving a quote, or delivering a vehicle to 3116 limited, the Client is deemed to have accepted these Terms. Acceptance creates a binding contract that may only be varied by mutual written agreement. Where more than one Client is named, each is jointly and severally liable for compliance with these Terms.

4. Price and Payment

The Price will be as per written quotation accepted within 14 days, or as invoiced for time, materials, and consumables used. Unless otherwise agreed, a deposit is required at booking, with progress invoices issued weekly. All invoices are payable on receipt unless otherwise agreed in writing. Final payment must be made in full before the vehicle is released or collected. 3116 limited reserves the right to retain possession of the vehicle until payment has been received in full. Overdue amounts may incur interest at 3% per month compounding, together with all costs of recovery including debt collection fees and legal costs on a solicitor-client basis. 3116 limited may suspend or cancel work where payment is not received as required. All Prices exclude GST unless stated otherwise.

5. Risk and Title

Risk in Goods passes to the Client when delivered, installed, or collected. Ownership remains with 3116 limited until payment is made in full. 3116 limited may register a security interest under the Personal Property Securities Act 1999 and the Client waives the right to receive a PPSA verification statement.

6. Vehicle Condition and Storage

Vehicles remain at the Client's risk while on 3116 Limited's premises or in transit. Reasonable care is taken, however 3116 limited accepts no responsibility for theft, fire, or damage except where caused by proven negligence. Clients must maintain their own comprehensive vehicle insurance at all times. Upon completion of the work, 3116 limited will notify the Client that the vehicle is ready for collection. Vehicles not collected within 24 hours of notification of completion will incur a storage charge of \$30.00 + GST per day until the vehicle is collected and the account is paid in full. Vehicles left on site awaiting instruction, approval, or parts for more than 14 days may also incur storage fees of \$30.00 + GST per day. 3116 limited holds a repairer's lien under the Contract and Commercial Law Act 2017 and may retain possession of the vehicle until all monies owing are paid. Where accounts remain unpaid, 3116 limited reserves the right, after reasonable notice, to sell the vehicle or goods to recover outstanding debts, storage charges, and associated costs.

7. Defects and Warranty

The Client must inspect the vehicle on collection and notify 3116 limited of any concerns within 7 days. 3116 limited provides a 12-month workmanship warranty under normal use. Manufacturer warranties apply where applicable. No warranty applies to second-hand parts, Client-supplied components, or vehicles used for competition purposes. 3116 limited is not liable for damage resulting from abuse, misuse, alteration, corrosion, or neglect.

8. Insurance Exclusions – Motorsport Use

The Client acknowledges that 3116 Limited's insurer (Ando Insurance) excludes liability for service and repair claims when a vehicle has been used for racing or time trials. "We will not insure you for any liability in connection with the service or repair or supply of any vehicle whilst the vehicle is being used for or in connection with motor sport, including motor vehicle racing, drifting, hot lap, drive experience, pace-making, reliability trials, hill climbing or speed tests and the like, including being driven in preparation for any one of these activities." Accordingly, Brass Knuckle Customs accepts no liability for loss, damage or failure arising from work on vehicles used for, or prepared for, motorsport of any kind.

9. Liability and Indemnity

3116 limited will exercise reasonable skill and care in carrying out work. To the maximum extent permitted by law, 3116 limited is not liable for indirect loss, loss of income, profit, or vehicle downtime. Total liability is limited to the value of the Goods and/or Services supplied. The Client indemnifies 3116 limited against loss or damage caused by the Client's own negligence, failure to follow instructions, or continued operation after fault is known.

10. Design, Modification & Customer Approval

The Client acknowledges that Services may include custom design, CAD work, fabrication, modification, component selection and technical recommendations specific to the Client's vehicle and intended use. The Client is responsible for reviewing and approving any drawings, designs, specifications, recommendations or proposed modifications before fabrication or installation proceeds. Approval may be given by signed quote, email, message, signed drawing or other written instruction accepted by 3116 Limited.

Client approval confirms the agreed scope, configuration and intended outcome but does not guarantee LVV certification, Warrant of Fitness, NZTA, engineering or other third-party approval. Final acceptance remains with the relevant certifier, inspector or authority. Unless agreed otherwise in writing, 3116 Limited does not provide independent engineering certification or guarantee any particular certification or approval.

3116 Limited may make minor changes during fabrication where reasonably necessary for fit, function, safety, component availability or compliance. Material changes affecting the agreed scope, appearance, price or intended use will be referred to the Client for approval where reasonably practicable.

The Client must provide accurate information about the vehicle, previous modifications, known defects, intended use and relevant performance or compliance requirements, which 3116 Limited may rely upon.

The Client acknowledges that custom modifications may change the vehicle's handling, ride quality, noise, vibration, clearance, performance, serviceability or component life. Where the Client supplies or directs the use of a design, drawing, component, specification or instruction, 3116 Limited is not responsible for defects inherent in that item or instruction unless it knew, or reasonably ought to have known, of the issue and failed to raise it. Any liability arising from design, modification, fabrication or technical recommendations remains subject to Clause 9 – Liability and Indemnity and any rights or remedies that cannot lawfully be excluded or limited under New Zealand law.

11. Cancellation and Termination

3116 limited may cancel work at any time prior to commencement by written notice and refund any deposit. If the Client cancels a job after work has begun, they must pay for all labour, materials, and loss incurred to date. Vehicles not collected after reasonable notice may be disposed of to recover costs.

12. Privacy and Confidentiality

3116 limited complies with the Privacy Act 2020. Personal information is collected for account management, credit assessment, debt recovery, and marketing (unless opted out). Clients may request access to and correction of their data at any time. Confidential information will not be disclosed to third parties except as required by law or authorised by the Client.

13. General Provisions

If any clause is invalid, the remainder remains in force. 3116 limited may sub-contract specialised work without consent. Neither party is liable for delays beyond their reasonable control (fire, flood, supplier failure, acts of God). Failure to enforce any right is not a waiver. 3116 limited may amend these Terms with written notice to the Client; continued engagement constitutes acceptance.

14. Photography, Video & Social Media

The Client acknowledges that photography and video are regularly taken within the Brass Knuckle Customs workshop for job updates, marketing, advertising and social media content. 3116 Limited will make reasonable efforts to respect the Client's selected media preference and any specific requests regarding their vehicle, registration number or identifying features. However, due to the nature of an active workshop, the Client acknowledges that their vehicle may occasionally appear incidentally in the background of photographs or video footage, regardless of their selected media preference. Where a Client has requested limited or no media use, 3116 Limited will take reasonable steps to avoid deliberately featuring or identifying that vehicle in published content.

15. Abandoned Vehicles

Where a vehicle remains uncollected for more than 90 days after completion of the work, or where the Client has failed to respond to reasonable requests for payment, collection, or instruction, the vehicle may be deemed abandoned. 3116 limited may issue written notice to the Client requiring payment and collection within 10 working days. If the vehicle is not collected and all outstanding amounts (including storage and associated costs) are not paid within that time, 3116 limited reserves the right under the Contract and Commercial Law Act 2017 to sell or dispose of the vehicle or associated goods in order to recover the outstanding debt, storage fees, and reasonable costs of sale. Any remaining balance after recovery of costs will be held for the Client for a reasonable period.

16. Project Budget and Work Suspension

Where a project build, restoration, or fabrication job exceeds the estimated budget or deposit provided, 3116 limited reserves the right to suspend work until additional funds are paid. The Client acknowledges that custom vehicle work often involves unknown issues that may only become apparent once work has commenced. Any additional labour, fabrication, or parts required will be charged as variations to the original estimate. If the Client does not provide further instruction or funding within a reasonable period, the vehicle may be placed into storage and daily storage charges may apply in accordance with Clause 6 of these Terms.