

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

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 the Contractor.

Goods means all parts, components, materials and products supplied by the Contractor, whether new or second-hand.

Services means all labour, fabrication, repairs, modifications, installations, paint, panel, or other automotive work performed by the Contractor.

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 the Contractor, 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 28 days, or as invoiced for time, materials, and consumables used. Unless otherwise agreed, a deposit is required at booking, with progress invoices issued weekly or monthly. Payment is due within 7 days of each invoice. Final payment must be made before vehicle collection. Overdue amounts

may incur interest at 3% per month (compounding) and all collection costs and legal fees are recoverable. The Contractor may suspend or cancel work if payment is not received. 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 the Contractor until payment is made in full. The Contractor 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 the Contractor's premises or in transit. Reasonable care is taken, but the Contractor 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. Vehicles left uncollected for more than 7 days after notification of completion may incur daily storage fees. The Contractor holds a repairer's lien under the Contract and Commercial Law Act 2017 for unpaid accounts and may retain or sell vehicles after reasonable notice to recover outstanding debts.

7. Defects and Warranty

The Client must inspect the vehicle on collection and notify the Contractor of any concerns within 7 days. The Contractor 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. The Contractor is not liable for damage resulting from abuse, misuse, alteration, corrosion, or neglect.

8. Insurance Exclusions – Motorsport Use

The Client acknowledges that the Contractor'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

The Contractor will exercise reasonable skill and care in carrying out work. To the maximum extent permitted by law, the Contractor 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 the Contractor against loss or damage caused by the Client's own negligence, failure to follow instructions, or continued operation after fault is known.

10. Cancellation and Termination

The Contractor 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.

11. Privacy and Confidentiality

The Contractor 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.

12. General Provisions

If any clause is invalid, the remainder remains in force. The Contractor 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. The Contractor may amend these Terms with written notice to the Client; continued engagement constitutes acceptance.

Acknowledgement & Acceptance

Client Name: _____ Signature: _____

_____ Date: _____

On behalf of 3116 Limited T/A Brass Knuckle Customs:

_____ Date: _____