

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 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.