

# INTERNATIONAL PANEL SHOP

## **STANDARD TERMS AND CONDITIONS FOR THE CARRYING OUT OF REPAIR / MAINTENANCE OR REPLACEMENT WORK**

### **General:**

Thank you for choosing International Panel Shop to commence with repairs on your vehicle.

International Panel Shop is an Auto-body repair shop meaning we deal with the body of the vehicle.

We cannot be held responsible for Glass, Upholstery, Mechanicals, Electric or any other areas that has nothing to do with Panel-beating and Spray-painting.

We use out-sourced businesses/companies to deal with Glass, Upholstery, Mechanicals, Electric or any other areas that has nothing to do with Panel-beating and Spray-painting and by accepting the quote you are agreeing and accepting all Terms and conditions contained herein.

We try to use out-sourced businesses/companies that do great work and if there is error in their work we can try to mediate and get them to resolve the problem, however we cannot force them to do so. That said, International Panel Shop cannot be held responsible and if chosen the customer is welcome to use their own out-sourced business/company that deals with Glass, Upholstery, Mechanicals, Electric etc.

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### **Any dates given for delivery and completion of the Work are estimates only and no exact delivery date or time has been agreed.**

A time of vehicle collection will be given on the day the vehicle is dropped off at International Panel Shop. Time frames may vary and should the job be taking longer, the administrator at International Panel Shop will alert you that the job may take longer than expected.

Vehicles not collected within 24hrs of completion will be charged at R250 per day storage fee. If a prior arrangement was made the R250 is not charged to the customer.

Vehicles where the repairs are not paid or the vehicle has been left at International Panel Shop for 4 months will be handed over to Salvage Genie - <https://salvagegenie.co.za/> at which point you will have to deal with them and will no longer involve International Panel in any way whatsoever.

Having accepted the quote from International Panel Shop I acknowledge and agree that they may deal with my vehicle as they see fit (with or without a court order) in the event that I cannot pay the bill for repairs/replacement parts or have left it on their premises for more than a month.

By collecting your vehicle, you understand and acknowledge that you have looked over your vehicle repairs carefully as the customer and found that the repairs/work done meets your standards and expectation and will not hold against International Panel Shop work that is not Panel beating/Spray painting related.

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### **Payment Terms:**

No vehicle will be released without payment. Payment must be made either in Cash or Via EFT. Card payments are acceptable too at an additional cost of 3% of the total value of your quotation

If International Panel Shop informs me that the vehicle is ready for collection and I don't collect the vehicle within 3 (three) business days of being notified, International Panel Shop may charge me storage fees calculated from the notification date until the date of collection at a rate of R250-00 (two hundred and fifty rand) per day.

In addition to the storage costs, I confirm and acknowledge that International Panel Shop is entitled to dispose of my vehicle in any manner that International Panel Shop deems fit (with or without a Court Order) for the purposes of recovering any amount due to International Panel Shop for which I am liable and accordingly indemnify International Panel Shop against any claims of whatsoever nature that maybe brought against International Panel Shop now or in the future by myself or my successors in title, or beneficiaries or any other third party.

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### **Warranties:**

I have been informed that the International Panel Shop only uses genuine parts in carrying out the Work including after-market parts and warrants any new or reconditioned part installed during the Work and the labor required for the installation thereof, for a period of 3 (three) months after the date of such installation.

Any applicable warranty will:

- be void if I do not strictly comply with the terms and conditions of such warranty;
- not applicable to ordinary wear and tear and normal usage of the vehicle; and
- be void if the vehicle or the parts have been subjected to misuse or abuse

- Paint for 1 year provided that the paint work is cared for on the overall vehicle such as waxing 3 to 4 times a year
- Rust repairs are not guaranteed at all, due to the paint being a plastic, which is affected by the elements, allowing moisture to rust the area again, since the imperfection is in the metal itself. Rust converters are used but cannot be guaranteed for any period of time.

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### **General Terms and Conditions:**

Any change to the terms and conditions of this agreement will only be valid if it is made in writing and signed by both of us being International Panel Shop and the Customer.

- No granting of any leeway or the granting of any extension of time will be a waiver of any rights under this agreement or a change in the terms of this agreement.
- If any clause in this agreement is found to be unenforceable, such clause will be separated from this agreement, and this will not affect the enforceability of the remainder of the agreement (i.e. this Agreement will be read as if the unenforceable clause never formed part of this Agreement).
- For the purpose of service of any legal documents or notices in terms of this Offer the parties choose the addresses on the face of this Offer as their domicilium citandi et executandi for delivery or service of any legal documents or notices. Any notice can be delivered by hand at such address or by courier to such address or email to my nominated email address, and will be regarded as having been received by the party to whom it was so addressed.
- If a party is in breach of this Agreement, the innocent party will have the right to recover all legal costs and disbursements on an attorney-and-client scale.
- International Panel Shop will have a general right to retain the goods and all its contents (a general right to keep the vehicle as security) for all monies owing to International Panel Shop by me on any account whatsoever.
- Any amount indicated on any invoice issued to me by International Panel Shop will be regarded as a liquidated amount (a fixed amount or an amount that is easily determinable) and any such amount will be regarded as correct and due, owing and payable, by me to International Panel Shop

### **Definitions:**

#### **What is Panel Beating?**

**It is essentially the professional skill and craft of repairing a car's body using various techniques such as metal work, welding, planishing – (shaping metal) and putty**

filling. Depending on the amount of work, a panel beater might have to repair or replace the damaged parts of the vehicle altogether.

**Spray painting:**

Spray painting is a painting technique in which a device sprays coating material (paint, ink, varnish, etc.) through the air onto a surface. The most common types employ compressed gas—usually air—to atomize and direct the paint particles.

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**By bringing my vehicle to International Panel Shop for repairs I acknowledge and understand that my action is recognized as having accepted the terms and conditions above and acts as my signature agreeing to the quote and the terms and conditions herein.**

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