

# WHEEL BUDDY / EASY CALIPERS TERMS & CONDITIONS OF TRADE

Welcome to EasyCalipers.com, Easy **Calipers** is a business that offers On-site/Workshop painting and restoration of Brake calipers for all car models.

The Following terms and conditions govern your access to and use of the Easy Caliper's website, including all services rendered to you by our employees or agents.

Please take time to read through the Terms & Conditions carefully. **By using our site, opening an account, contacting us or by engaging in any Transaction with us, you accept and agree to be bound and abide by these Terms and Conditions.** If you do not want to agree to these Terms and Conditions of Trade, you must not access or use the Site nor should you engage in any Transactions with us.

## 1. Definitions

- a) "WB&EC" shall mean "Wheel Buddy & Easy Calipers" or any agents or employees thereof.
- b) "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from WB&EC.
- c) "Services" shall mean:
  - All Services of the general description specified on the front of this agreement and supplied by WB&EC to the Customer; and
  - All Services supplied by WB&EC to the Customer; and
  - All inventory of the Customer that is supplied by WB&EC; and
  - All Services supplied by WB&EC and further identified in any invoice issued by WB&EC to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and

- All Services that are marked as having been supplied by WB&EC or that are stored by the Customer in a manner that enables them to be identified as having been supplied by WB&EC; and
- All of the Customer's present and after-acquired Services that WB&EC has performed work on or to or in which Services or materials supplied or financed by WB&EC have been attached or incorporated.

The above descriptions may overlap but each is independent of and does not limit the others.

d) "Services" shall also mean all Services, products, goods and advice provided by WB&EC to the Customer and shall include without limitation the supply of motor vehicle spray painting, wheel repair, brake caliper painting and all automotive services and repairs, technical advice, and all charges for labour, hire charges, insurance charges freight or any fee or charge associated with the supply of Services by WB&EC to the Customer.

e) "Price" shall mean the cost of the Services as agreed between WB&EC and the Customer and includes all disbursements e.g. charges WB&EC pay to others on the Customer's behalf subject to clause 4 of this contract.

## **2. Acceptance**

Any instructions received by WB&EC from the Customer for the supply of Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

## **3. Collection and Use of Information**

a) The Customer authorizes WB&EC to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Services to any other party.

b) The Customer authorizes WB&EC to disclose any information obtained to any person for the purposes set out in clause 3 (a) above.

Where the Customer is a natural person the authorities under clauses 3 (a) and 3 (b) are authorities or consents for the purposes of the Privacy Act 1988.

#### **4. Price**

a) Where no price is stated in writing or agreed to orally the Services shall be deemed to be sold at the current market amount as such Services are sold by WB&EC at the time of the contract.

b) The price may be increased by the amount of any reasonable increase in the cost of supply of the Services that is beyond the control of WB&EC between the date of the contract and delivery of the Services.

#### **5. Payment**

a) Unless otherwise agreed payment for Services shall be made either:

- In full on completion of work or
- Pick up of vehicle by the Customer

b) Any expenses, disbursements and legal costs incurred by WB&EC in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

c) Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

d) A deposit may be required before commencement of work by WB&EC

#### **6. Quotation**

a) Where a quotation is given by WB&EC for Services:

- Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and

- The quotation shall be exclusive of Goods and services tax unless specifically stated to the contrary;
- WB&EC reserves the right to alter the quotation because of circumstances beyond its control.

b) Where Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Services.

## **7. Risk**

a) All vehicles are stored, worked on and driven solely at the Customer's (owner's) risk. The Customer (owner) is responsible for keeping vehicles insured at all times.

b) A storage fee of \$12 per day may apply if a vehicle is not picked up or able to be delivered within 48 hours of notification to Customer that works on the vehicle is complete.

## **8. General Lien**

a) The Customer agrees that WB&EC may exercise a general lien against any Services or property belonging to the Customer that is in the possession of WB&EC for all sums outstanding under this contract and any other contract to which the Customer and WB&EC are parties.

b) If the lien is not satisfied within seven (7) days of the due date WB&EC may, having given notice of the lien at its option either:

- Remove such Services and store them in such a place and in such a manner as WB&EC shall think fit and proper and at the risk and expense of the Customer; or
- Sell such Services or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

## **9. Disputes & Refunds**

a) In the case of a dispute relating to paint related work, factors outside of WB&EC control which are controlled by multiple variables which WB&EC does not have full control of and are deemed outside of physical control as such are not covered under the WB&EC Refund policy.

b) A change of mind regarding WB&EC services after a vehicle has been inspected, paid for and collected is not covered under WB&EC Refund policy.

## **10. Warranty**

a) Manufacturer's warranty applies where applicable on paint products and equipment used by WB&EC, if the product used has failed according to standard operating instructions for that product which resulted in a complete failure of service.

b) WB&EC Service Warranty covers Peeling, Fading, Flaking, Cracked or Runs in the Paint Work which is not the cause of the customer, a third party or natural occurrences and is the direct result of work performed by WB&EC

c) WB&EC takes full responsibility for third party or contractors engaged to perform work on a Customer's vehicle while in the care of WB&EC and extends the warranty to cover any accidental damage as a result of being worked on by a third party or contractor employed by WB&EC.

- In the case a third party or contractor damages in any way the property of the customer while in the care of WB&EC, where applicable and if WB&EC cannot resolve the damages caused, the customer may be referred to the third party or contractor to make arrangements for repair or refund, or where applicable be reimbursed directly by WB&EC for that damage only an amount in line with market price for repair of such damage.

## **11. Brake Caliper Painting Specific Terms**

a) WB&EC as advertised paints brake calipers while attached to the car and to the best possible result while they are attached to the car. As such and because spray guns do not work when tilted beyond an angle they are designed to work under , it is possible that some areas of the brake caliper are not fully covered with paint ( namely the back, and in some cases sections from the bottom when looking underneath a caliper ).

b) No refund or warranty claim is able to be made as such on light coverage / not enough coverage / not glossy enough for areas where they spray gun would need to be upside down or not at a working angle or an area deemed not visible from standard viewing of the car while parked.

c) A warranty will only be valid if the light coverage or not covered area is a directly visible area from normal viewing of the car while parked stationary and where it is deemed a spray gun would have successfully covered the area and deemed as an area missed by the painter and not an operational problem with equipment

d) No Warranty or Refunds is available for improper care of calipers after they have been painted. This includes using products containing acids, mechanical failures with your car, brake fluid leaks, stone chips and anything that is not the direct result of WB&EC workmanship.

e) BASIC PACKAGE comes with no warranty on the durability of the paint under high heat conditions and during extreme breaking or rough treatment during cleaning. This is a base package designed for regular day to day driving and for a sporty appearance.

f) DURA-PLUS PACKAGE comes with a 2 year guarantee and warranty against the durability of the paint and any flaking peeling cracking or fading under high heat conditions and during extreme breaking or high pressure cleaning this excludes damage which is not the result of WB&EC workmanship such as stone chips, mechanical failures, acids, or 3rd party damage.

## **12. Miscellaneous**

a) WB&EC shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

b) Failure by WB&EC to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations WB&EC has under this contract.

c) If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

If you have any questions about these Terms and Conditions, please feel free to [Contact us](#).

