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TRUCK PARTS
SCANDINAVIAN
FOR ALL YOUR TRUCK AND TRAILER PARTS
(Pty) Ltd

WORKSHOP TERMS AND CONDITIONS

By signing the Job Card or authorising repairs verbally, electronically, by email, WhatsApp or any other written communication, the Customer agrees to the following Terms and Conditions:

1. AUTHORISATION

The Customer hereby authorises Scandinavian Truck Parts (Pty) Ltd ("STP") to inspect, diagnose, maintain, repair and road test the vehicle described on this Job Card.

The Customer warrants that he/she is the owner of the vehicle or has full authority to authorise repairs on behalf of the owner.

2. QUOTATIONS

All quotations provided by STP are estimates based on the information available at the time of inspection.

Should additional defects or repairs become apparent during the course of the work, STP shall notify the Customer where reasonably practicable before proceeding with repairs exceeding the approved quotation by more than 10%.

Where immediate additional repairs are necessary to prevent further damage or to ensure the safe operation of the vehicle, the Customer authorises STP to proceed with such repairs.

3. PARTS

STP is authorised to install new, reconditioned or genuine replacement parts where considered appropriate unless otherwise instructed in writing.

Ownership of all parts supplied shall remain vested in STP until payment has been made in full.

Unless specifically requested by the Customer before commencement of repairs, all replaced parts shall become the property of STP and may be disposed of.

4. CUSTOMER-SUPPLIED PARTS

Where repairs are carried out using parts supplied by the Customer, STP accepts no responsibility whatsoever for the quality, suitability, compatibility or failure of such parts.

No warranty shall apply to labour associated with customer-supplied parts should such parts fail.

5. WORKMANSHIP WARRANTY

STP warrants its workmanship for a period of three (3) months or 15,000 kilometres, whichever occurs first.

This warranty is limited solely to defects resulting directly from workmanship performed by STP.

The warranty excludes:

- normal wear and tear;
- abuse or misuse;
- accidents;
- overloading;
- failure of unrelated vehicle components;
- defects arising from customer-supplied parts;
- manufacturer defects in replacement parts.

Replacement parts remain subject only to the applicable manufacturer's warranty.

Should a defect be alleged, STP shall first be afforded a reasonable opportunity to inspect and rectify the workmanship before any third-party repairs are undertaken.

Unauthorised repairs performed by third parties shall void this workmanship warranty.

6. ROAD TESTING

The Customer authorises STP and its employees to operate the vehicle on public roads for testing, diagnosis, calibration or inspection purposes.

7. LIABILITY

Whilst every reasonable care will be exercised, vehicles remain on STP's premises entirely at the Customer's risk.

STP shall not be liable for:

- indirect damages;
- consequential damages;
- loss of profits;
- loss of income;
- loss of business;
- delays caused by suppliers;
- delays in obtaining replacement parts;
- delays caused by circumstances beyond STP's reasonable control.

Nothing contained herein shall exclude liability arising from gross negligence or wilful misconduct by STP.

8. PERSONAL PROPERTY

Customers are requested to remove all valuables and personal belongings from their vehicles.

STP accepts no responsibility for loss of or damage to personal property left inside any vehicle.

9. STORAGE

The Customer shall collect the vehicle within seven (7) calendar days after being notified that repairs have been completed.

Thereafter STP reserves the right to levy reasonable storage charges until collection.

Should a vehicle remain uncollected for an extended period, STP reserves all rights available to it under Namibian law to recover outstanding amounts.

10. PAYMENT

Unless otherwise agreed in writing, payment shall become due immediately upon completion of repairs and prior to collection of the vehicle.

Account customers shall pay strictly in accordance with their approved credit terms.

Interest shall accrue on overdue amounts at the rate applicable under the Customer's credit agreement or, where no such agreement exists, at fife percent (5%) above the prime lending rate per annum calculated daily and compounded monthly.

11. MECHANIC'S LIEN

STP shall be entitled to retain possession of the vehicle together with any accessories until all monies due in respect of labour, parts, storage charges and any other amounts owing have been paid in full.

The exercise of such lien shall not prejudice any other legal remedies available to STP.

12. COLLECTION COSTS

The Customer agrees to pay all reasonable legal costs incurred by STP in recovering outstanding amounts, including attorney and client costs, collection commission, tracing charges and all other costs reasonably incurred.

13. DELAYS

Estimated completion dates are provided in good faith only.

STP shall not be liable for delays arising from:

- supplier delays;
- manufacturer backorders;
- transport disruptions;
- labour disputes;
- shortages of parts;
- force majeure events;
- circumstances beyond STP's reasonable control.

14. SUBCONTRACTORS

Where specialist services are required, STP may appoint suitably qualified subcontractors without further approval from the Customer.
STP shall remain responsible for the quality of the services provided.

15. FORCE MAJEURE

STP shall not be liable for failure or delay in performing its obligations where such failure results from events beyond its reasonable control, including natural disasters, war, civil unrest, strikes, governmental actions, pandemics or interruptions to utilities or transport.

16. GOVERNING LAW

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Namibia.
The Customer consents to the jurisdiction of the competent Namibian courts.

17. SEVERABILITY

Should any provision of these Terms and Conditions be found invalid or unenforceable, the remaining provisions shall remain fully effective.

18. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between STP and the Customer relating to the repairs undertaken and supersede any previous oral or written representations relating thereto.