

# TERMS AND CONDITIONS OF TRADE



**WAYNE'S WINDSCREENS  
PTY LTD**  
MRB: 8667



(08) 9356 1100



(08) 9356 1101

17/108 Welshpool Road Welshpool WA 6106

ABN: 64 632 758 742

## REPAIR AND REPLACEMENT SUPPLY AND INSTALLATION

1. All Windscreen repairs and Auto glass replacement shall be carried out by Wayne's Windscreens Pty Ltd in a good and workmanlike manner.

However, if there should be any claim for faulty workmanship, Wayne's Windscreens Pty Ltd liability shall be limited to;

- a. Rectification of the work found to be faulty under the TERMS AND CONDITIONS OF TRADE with Wayne's Windscreens Pty Ltd Guarantee, of which is available upon completion of the repair or replacement.

2. All care is offered but NO RESPONSIBILITY shall be accepted for the removal and or installation of customers own glass which shall be done at customers risk only.

3. Chip / Crack repairs, due care is taken when repairing all chips and or cracks but is not guaranteed. Wayne's Windscreens Pty Ltd cannot be held responsible for any breakage or splitting of the windscreen if it were to transpire, as the glass has already been weakened upon impact prior to contacting Wayne's Windscreens Pty Ltd. A new windscreen would therefore be required if breakage were to occur in accordance with Western Australian Vehicle Standard laws AS/NZS2080. If you are not willing to replace the windscreen, you as the customer agree to pay the full repair amount for works undertaken and products used. You also agree by not replacing the windscreen in accordance with Western Australia Vehicle Standard Laws do yourself deem your vehicle illegal and unroadworthy to drive on Western Australian roads until such time the windscreen is replaced, with Wayne's Windscreens Pty Ltd not liable for any infringements incurred once leaving or entering our premises.

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4. Payment will be due on delivery of the goods and or services unless an approved trading account is in place in accordance with the company's policy in which case, payment is due either within the agreed time frame or when the credit limit authorised has been reached.

- a. All contracts between Wayne's Windscreens Pty Ltd and the customer shall be governed by law of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia in respect of any disputes arising out of such contract.
- b. Any expenses incurred by Wayne's Windscreens Pty Ltd in recovering any outstanding monies from the customer including debt collection agency fees and commissions and all legal costs on a full indemnity basis shall be covered by the customer.
- c. If the customer defaults in the payment of any monies due, Wayne's Windscreens Pty Ltd will either
  - i. Be entitled to charge interest on all amounts not paid by the date due for payment. Rate at which is 3% per invoice per month overdue, calculated monthly from the due date for payment until the date Wayne's Windscreens Pty Ltd receives payment at this given rate or
  - ii. If a payment arrangement has not been entered into at the time, we may exercise a lien over your vehicle until such time that monies are paid in full, storage fees may be applicable.
- d. Once any payment is made direct to Wayne's Windscreens Pty Ltd, remittance or receipt advice must be sent to:  
[accounts@wayneswindscreens.com.au](mailto:accounts@wayneswindscreens.com.au) for reconciliation.

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5. Whilst every precaution shall be taken to ensure the care and safety of a customer's motor vehicle, Wayne's Windscreens Pty Ltd regrets it can accept NO RESPONSIBILITY for any loss or damage to the motor vehicle or its contents and any subsequent liability for reasons beyond Wayne's Windscreens Pty Ltd.'s control in relation to for example theft or natural disasters.

6. Wayne's Windscreens Pty Ltd shall not be responsible for any delay in the completion of work due to circumstances beyond its control.

7. By authorising Wayne's Windscreens Pty Ltd to proceed with work shown under "Customer Instruction" on the face of this invoice, the customer shown on the invoice accepts the price set out and the additional terms and conditions of this invoice.

8. Payment for any parts purchased in advance in connection with the above quoted work is required whether the decision to proceed with work is given or not.

9. Payment for part/s purchased specifically in connection with quoted work that is required to be paid in full by Wayne's Windscreens Pty Ltd whilst ordering, is to be paid at a rate of 50% in full at time of confirmation by customer. If payment is not received, we shall not be liable for any delays in the part/s arrival or non arrival.

10. The customers vehicle may be driven by staff of Wayne's Windscreens Pty Ltd for the purpose of collection and or delivery of the vehicle and in connection with the performance of the work itself whether within the premises of Wayne's Windscreens Pty Ltd or on a public road.

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**Waynes Windscreens**

**Shay Bingham**

**Director**

**Wayne's Windscreens Pty Ltd.**

**Customer declaration of acknowledgement of all terms & conditions as  
deemed in this contract**

**Name:**

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**Signed:**

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**Dated:**

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