

Possession

- 8.1 Possession of the Customer's property is taken by the Vendor strictly subject to the provisions of this agreement.
- 8.2 The Vendor does not assume or accept any risk until the Customer's property is delivered to the Vendor's regular business premises and any collection and/or delivery of the Customer's property at any place other than such premises is done entirely at the Customer's risk.
- 8.3 The Customer authorizes the Vendor to transport its property from one place to another as may reasonably be required or necessary, including for purposes of testing, diagnostics or transfer to and/or from any third party.
- 8.4 Any transportation of the Customer's property is undertaken strictly subject to it being done at the Customer's risk and under waiver of any/all claims arising therefrom, except if the Vendor is grossly negligent.
- 8.5 Although all reasonable care will be taken with the Customer's property in the Vendor's possession, the Vendor shall not be liable for any loss or damages suffered by the Customer due to theft, fire or any other cause.
- 8.6 Possession will only be returned to the Customer upon full payment being received by the Vendor and allowing the Customer to inspect or test the property does not constitute giving possession.

9. Collection, Storage & Lien

- 9.1 The Customer will be notified upon completion and will collect the property as soon as possible, but within 7 days from being so notified.
- 9.2 The Vendor will be entitled to charge a reasonable storage fee for uncollected property after said 7 days and uncollected property may be sold.
- 9.3 The Customer acknowledges that its property will at all times be subject to the Vendor's lien, which will only be extinguished upon receipt of full payment by the Vendor, including third party costs incurred by the Vendor on behalf of the Customer.
- 9.4 The Customer consents to a lien in favour of the Vendor arising from unpaid storage costs and third party costs.

10. Warranties

- 10.1 If any of the Services or Parts are covered by a warranty given by the Vendor, then such warranty is subject to specific terms and conditions in addition to these terms and conditions.
- 10.2 If a third party gives a warranty, such warranty will run concurrently with any warranty given by the Vendor and any statutory warranty.
- 10.3 If the Services to be rendered and/or Parts to be provided are covered by an existing non-vendor warranty or other maintenance- and/or service plan, it is the Customer's responsibility to make arrangements for payment of the Vendor and will remain liable to the Vendor until paid in full.
- 10.4 Unless expressly agreed to the contrary in writing, no warranty given by the Vendor shall be valid for a period of longer than 6 months from date of completion.
- 10.5 No warranty given by the Vendor will cover abuse, excessive or abnormal use, use contrary to any manufacturer's specifications or normal wear and tear.
- 10.6 The Vendor's liability arising from any warranty shall be limited to the reasonable costs of fixing or replacing defective Services and/or Parts.

11. The Customer

- 11.1 The Customer warrants that it is the owner of the property entrusted to the Vendor or is duly authorized to enter into the agreement with the Vendor on behalf of the owner.
- 11.2 The Customer undertakes to pay the Vendor as agreed and if acting in a representative capacity, the signatory hereof binds himself/herself as surety and co-principal debtor with his or her principal in favour of the Vendor.

12. General

- 12.1 This document together with other documents referenced herein is the full and only agreement in force.
- 12.2 No change to this agreement and/or this clause will be valid unless in writing and signed by both parties.
- 12.3 The Customer chooses the addresses and particulars provided on the job card for all purposes arising from the agreement.
- 12.4 Any indulgence granted by the Vendor will not constitute a waiver of any rights or create a new agreement.
- 12.5 If any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement will remain in full force and effect.

Cape Classic Cars Warranty

Cape Classic Cars offers a warranty to its customers free of charge under the following terms and conditions:

- Cape Classic Cars warrants all repairs to be free from patent defects in material and workmanship for 10,000 kilometres or 6 months from date of purchase whichever comes first, unless otherwise stated in writing.
- For the duration of this warranty Cape Classic Cars will replace or repair any defective goods or components supplied by Cape Classic Cars free of charge.
- Normal wear and tear is excluded from this warranty (e.g. wear of brake pads or spark plugs).
- Liability for consequential loss or damages is excluded from this warranty.
- This warranty will only apply if all parts are supplied by Cape Classic Cars and the vehicle is maintained and repaired as recommended by Cape Classic Cars.
- In the case of a dispute arising, Cape Classic Cars will abide by the RMI acting as arbitrator.

Repair Authorization Signature/Acknowledgment of Terms and Conditions

The Signatory to the Terms and Conditions warrants that has read and understands these Terms and Conditions and signs same voluntarily.

Customer Signature: _____

Date: ____/____/____