

# CAESAR MOTORS GARAGE

## Terms and Conditions

As a client of CAESAR MOTORS GARAGE, you agree to be bound by all the terms and conditions stated in this document. You acknowledge that you have read and understand the terms and conditions.

### Terms

CAESAR MOTORS GARAGE and you as the Client refer to the person or company purchasing goods or enlisting the services of CAESAR MOTORS GARAGE.

### Conditions of Sale of Goods

All sales of Goods and Services are made subject to the following conditions and by purchasing from CAESAR MOTORS GARAGE, the purchaser accepts these conditions.

### Estimate Lifespans

Due to the fact that parts prices change over time and car condition as well, estimate are valid for fifteen (15) days only. If you would like to have us perform the work on an old estimate we're happy to oblige, but expect the total to change. Estimates are based on stock vehicle configurations; aftermarket modifications and additions (e.g., alarm/remote-start systems, custom auto sound, engine modifications) may incur additional labor charges as appropriate. If such surprises are discovered, work will stop and we will contact you with an updated estimate before continuing. We reserve the right to cancel/abort any repair job that involves additional labor for aftermarket modifications if you refuse to pay for that additional labor, and under Law you may still be liable for teardown time. Make it easier on everybody - tell us in advance what modifications your vehicle has!

## COMPLETION TIMEFRAMES

**Best Efforts At Expediency** - We always strive to complete jobs as quickly as practical, which is determined by many factors, such as the amount of time the job takes according to labor guides, the amount of rust or corrosion that is present, unexpected parts issues (e.g., receiving the wrong part and having to reorder the correct one), and the presence of any aftermarket or unexpected add-ons that have to be dealt with during the process.

**Delays Beyond Our Control** - We cannot, and will not, assume any responsibility for delays that are beyond our control, such as (but not limited to) shipping delays or receiving incorrect parts.

**Realistic Expectations** - Things can and do "go wrong," and as a result, we must require a degree of flexibility and realistic expectations on the part of customers with regard to completion timeframes. Expecting a job to not take any longer than initially thought when a bolt breaks, for example, is not realistic on the part of the customer.

**No Exclusivity** - We cannot, and will not, give any one work order any form of exclusivity, nor will we ignore other customers/jobs/calls while attending to any one vehicle. Other work orders may be scheduled, and the work performed, while a larger job is in progress, and this will push completion back accordingly on the larger job.

**Timeframe Guarantees For Large Jobs** - Due to the fluid nature of auto repair performed in the field, we cannot, and will not, guarantee any work order with more than six (6) hours of total labor will be completed within any specific time frame. Long jobs can, and likely will, be interrupted by shorter jobs as

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they become available, so please plan accordingly. We may recommend breaking up large jobs to avoid excessive time demands, especially on a customer's primary vehicle.

## **Warranty**

All Genuine new goods are covered with a return to base parts and labor warranty for a period of 6 months from the date of invoice on Hardware only. Consumable goods are not covered by any warranty. Although every care is taken to ensure that all second hand goods supplied by CAESAR MOTORS GARAGE are of merchantable quality, no warranty is expressed or implied unless otherwise stated. Warranty will be void if goods or labels have been found tampered with.

Warranty will be void if the vehicle is by any way maintained or serviced by any third part mechanical person, garage or company.

Warranty does not cover any damage to other equipment used in conjunction with these goods.

## **Charges and Payment**

Prices are based on a per unit rate as shown, however we would be pleased to offer a fixed price quote on larger projects if this is preferred. We reserve the right to adjust prices without notice. CAESAR MOTORS GARAGE may require payment in advance for the supply of any procured goods or sub contract labour. If an on account payment is offered, payment of the account is due within the agreed terms; otherwise the remainder of the account is due immediately following the issuing of an invoice.

## **Scope of Services**

CAESAR MOTORS GARAGE is Clients primary point of contact for all systems on your vehicle. If CAESAR MOTORS GARAGE is unable to remedy a problem, then CAESAR MOTORS GARAGE will work with the appropriate outside vendor to endeavor to get a quote and resolution. Client understands that additional expenses may be incurred when an outside vendor is brought in to solve a particular problem and agrees to reimburse CAESAR MOTORS GARAGE for any such expenses.

## **Deposits**

A deposit of 50% is payable for any work to be undertaken that is estimated to be worth in excess of AED 2,000AED. The deposit is required prior to work commencing.

## **Accounts**

Payment for new clients is due in full upon delivery and/ or completion of work until such time that an account is setup. Payment of accounts is due on or before the 20th day of the month following the date of the invoice. Interest at 3.5% per month on the current balance may be charged on overdue accounts and shall accrue on a daily basis starting from the due date.

CAESAR MOTORS GARAGE reserves the right to reposes and/or hold any vehicle until the account is brought up-to-date. Storage fees will also be applicable at AED 100 per day or part thereof..

In the event of default by the client in paying for the services and/or goods provided, the amount outstanding will be passed on to a debt collection agency for recovery. The client indemnifies CAESAR MOTORS GARAGE against all costs (including legal costs), losses and expenses incurred by CAESAR MOTORS GARAGE in recovering any unpaid monies.

## **DIAGNOSTICS**

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**Accurate Diagnostics** - We do not guarantee the accuracy of anyone else's diagnostics but our own. Due to the complexity of a vehicle, we cannot guarantee that one diagnosis will cure every problem a vehicle has in a single repair operation.

**Multiple Problems/Issues** - It is not only possible, but common, for a vehicle to have more than one issue with similar or overlapping symptoms. Finding and fixing one issue may reveal another. Repairing one issue does not magically repair all issues. As such, as was noted, we cannot guarantee that one diagnosis will cure every problem a vehicle has in a single repair operation.

**Diagnostic Timeframes** - Some problems may be time-consuming to diagnose. In such cases we may request preapproval for diagnostic time.

## PARTS

**Parts Quality** - We use original parts or OEM-quality parts from manufacturers with strong records of quality when available. If you're looking to save money on auto repairs, going with the cheapest parts available is often false economy.

**Specialty Fluids** - When a vehicle calls for specialty fluids, we will ONLY use fluids that are guaranteed compatible with or an exact match to the requirements.

**Old Parts** - you have the right to request your old parts be made available to you for your inspection, provided that such a request is made when work is approved. We do not stock used parts and don't expect to find it when collecting your car, unless you request it.

**Plastic Parts** - We assume no responsibility for plastic part breakage, as many plastic parts used in vehicles are brittle and can break without warning no matter how carefully they are handled. This is especially true of plastic parts that are exposed to sunlight, e.g., dash pads.

**Contacting Our Suppliers** - We do not release supplier contact information to customers, as this always causes problems - invariably the customer will reach someone that gives them inaccurate or incorrect information, such as saying a part is in stock when it's not, and this basically causes issues that didn't need to be caused. We reserve the right to terminate all business relations with any customer that does an end run around us and contacts our suppliers directly.

**Customer-Supplied Parts & Safety** - We reserve the right to refuse to install any part that we feel would compromise the safety and safe operation of a vehicle.

**Broken Bolts** - Our policy on broken bolts is that we are not responsible for bolt breakage under any circumstances, even if the bolt in question broke by our hand. The reasons for this are multiple: we have no way of knowing if a previous repair effort damaged the bolt or the threads into which it screws, we have no way of knowing if a bolt was damaged due to environmental factors, as some bolts are prone to breakage due to the environment within which they exist (e.g., bolts affixing exhaust system components), and sometimes a bolt will just fail no matter how carefully and gently you work with it. If a bolt breaks, we must charge additional labor, and parts if needed, to extract the remaining bolt fragment and repair the hole.

## Delivery of Goods

Any charges for handling (including packing materials) and freight charges are extra, and payable by the client. The most cost effective delivery method will be chosen or the fastest

CAESAR MOTORS GARAGE is not responsible for damage to the goods in transit. Claims for losses or damage to goods in transit must be made directly to the transport agency concerned.

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## **Cancellation of On-Sites**

Client is required to notify CAESAR MOTORS GARAGE of any cancellation a minimum of 24 hours ahead of the scheduled start time. Failure to provide such notice results in the minimum callout fee being charged.

## **Peak Demand Periods**

CAESAR MOTORS GARAGE will make its best efforts to respond to Client's needs within the negotiated time frame.

Client understands that there may be occasional times of peak demand when CAESAR MOTORS GARAGE is forced to have to make extremely difficult decisions and triage Client's needs according to the severity of business impact.

## **Loss of Service**

Client recognizes that CAESAR MOTORS GARAGE makes every attempt to select the most reliable Goods, and that CAESAR MOTORS GARAGE will make best efforts to keep Client's vehicle up and running efficiently and cost-effectively, within the limits of the client's budget.

## **Property and Risk**

Despite the purchaser having possession of any Goods, ownership is retained by CAESAR MOTORS GARAGE until the client pays in full all money owed to CAESAR MOTORS GARAGE. Risk in any goods supplied shall pass to the client at the point of delivery.

## **Disclaimers**

Any claims for errors or unsatisfactory work must be made within 7 days of issue of an invoice.

CAESAR MOTORS GARAGE is only under an obligation to deliver goods and services in accordance with their general description, whether or not a special description may have been given or implied by law.

The client acknowledges and agrees that CAESAR MOTORS GARAGE has not given any representation or warranty as to the quality, state or condition of goods supplied, or that the goods are fit for any particular purpose.

All conditions, warranties and terms whether implied, statutory or otherwise are excluded to the fullest extent permitted by law.

CAESAR MOTORS GARAGE shall not be liable for any statement, representation or warranty made by any employee, agent or contractor relating to the goods, workmanship and/or advice supplied by CAESAR MOTORS GARAGE or for any negligence or willful default by the manufacturer or supplier of the goods or services provided to the client.

All parts are subject to availability and may change without prior notice. Additional delivery fee does apply and is charged based on location.

## **Trademarks**

CAESAR MOTORS GARAGE does not authorize any client to use CAESAR MOTORS GARAGE's or the manufacturer trademarks, names or associated materials. To use these trademarks, names and

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associated materials, prior written approval must be given by CAESAR MOTORS GARAGE or the relevant manufacturer.

## **CAESAR MOTORS GARAGE Guarantee to Solve Vehicle Problems**

CAESAR MOTORS GARAGE undertakes to provide a viable solution to the vehicle problems of any client or will not charge the customer. However the client must allow CAESAR MOTORS GARAGE personnel appropriate time to diagnose the problem and identify a viable solution. CAESAR MOTORS GARAGE cannot be obligated to provide a viable solution if the client does not provide required access to the client's Vehicle or the manufacturer no longer stocks required replacement Parts.

If the client desires an alternative solution to that offered by CAESAR MOTORS GARAGE, then CAESAR MOTORS GARAGE cannot guarantee to provide such alternative solution within the terms of this guarantee.

## **CAESAR MOTORS GARAGE Service Satisfaction Guarantee**

CAESAR MOTORS GARAGE guarantees you will not pay twice for the exact same work.

If we return to your site to repeat work already performed, there will be no charge for the additional work.

CAESAR MOTORS GARAGE guarantees emergency on-site response time will be within 2 hours (plus travel time) when requested at the emergency response rate of AED250.00 per hour.

If we miss the 2 hour on-site response time, you only have to pay the regular response rate.

## **LEGAL**

**Permission To Operate Vehicle** - By allowing us to perform repair work on your vehicle, you are also granting us permission to use the vehicle on public roadways for diagnostic, testing, and verification purposes.

**Things We Cannot Control** - We are not responsible for things beyond our control, which includes, but is by no means limited to, the following:

- Acts of God, acts of nature, etc. (e.g., temporary closure);
- Incorrect/inaccurate information from a parts supplier (e.g., misquotes on pricing);
- Mistakes on the part of a supplier (e.g., receiving the wrong part);
- Shipping delays, especially during transit

- Incorrect/inaccurate diagnostic and repair information provided to us from reference sources (e.g., wrong labor times in labor guides)

**Right Of Refusal** - we reserve the right to refuse to perform any repairs we would consider inappropriate or unsuited to the problem at hand or that would in our opinion render the completed vehicle unsafe to drive.

**Before You Call Your Attorney** - If there's a problem, contact us immediately. Most situations can be worked out to mutual satisfaction without any difficulty and with minimal to no expense. Please note that as standing policy we automatically terminate all business relations with customers that threaten legal action when it's unnecessary and unwarranted, and we automatically countersue on all small claims cases, so please consider the filing of a civil suit to be a last-resort option, not a first-strike weapon.