

Service and Repair Terms and Conditions

1. **TTMI** means TTMI (Traf Tractor and Machinery Pty Ltd ACN 102 809 503)
2. **You/Your** means the person, company, trust or business referred to on the reverse side.
3. **The Unit** means the machine You have asked TTMI to service or repair.
4. **Terms** refers to these terms and conditions.
5. TTMI will repair the Unit as described and for the estimated charges shown on the reverse side (unless such estimated charges are subsequently revised with Your written or oral consent).
6. When the Unit is covered by warranty or an extended service contract, TTMI will perform repairs under the terms of such warranty or extended service, provided that You have presented satisfactory proof of the Unit's eligibility for such repairs.
7. You will be responsible for any additional charges applicable under or beyond the Unit's warranty or extended service contract, including any applicable tax.
8. TTMI may subcontract with other service providers for the repair of the Unit.
9. Unless the Unit is repaired under warranty or extended service contract without any charge, You will promptly pay TTMI the estimated charges identified on the reverse side plus any additional charges subsequently agreed to by You.
10. Your payment is due when the Unit is returned to You. Unless specified otherwise, the estimated amount includes all parts, labour, any transportation required for the repair of the Unit, and any applicable tax.
11. Unless TTMI otherwise agree (which in our absolute discretion TTMI reserve the right to refuse), You will pay to TTMI all sums due promptly without deduction or deferment on account of any claim, counterclaim or set off.
12. If for whatever reason, all or any part of the payment remains unpaid 30 days after the date of the invoice, TTMI may by Notice add interest at 2% above the minimum lending rate of the Commonwealth Bank of Australia for any period in excess of 30 days. If TTMI take action to recover the payment You shall also pay TTMI on Notice our actual legal costs and outlays of and incidental to the recovery action on a full indemnity basis.
13. If TTMI determine, while inspecting the Unit, that repairs are needed due to failures of non-genuine parts or repairs are due to damage caused by abuse, misuse or misapplications, TTMI reserve the right to return the Unit to You without repairing it.
14. If the requested repairs require labour and/or parts not specified on the reverse side TTMI may seek Your approval to revise the estimate. If You do not agree that TTMI may revise the charges, TTMI may return the Unit subject to the right to payment for works carried out up to the point of return.
15. In repairing the Unit under the Unit's warranty or extended service contract, TTMI may use new, used or reconditioned parts, as permitted by the terms of such warranty or extended service contract. If repairing parts outside of the warranty or extended service contract, TTMI may use new, used or reconditioned parts.
16. TTMI will retain any replaced part as our property, and the replacement part will be Your property.
17. Replaced parts may be repairable and are exchanged or repaired by TTMI for value. To the extent permitted by applicable law, You hereby waive any right You may have to receive any replaced parts.
18. If TTMI repair the Unit under warranty or extended service contract, the repairs will be covered solely by the terms of the warranty or extended service contract and any applicable provisions of law.
19. If the Unit is repaired outside of warranty, TTMI warrant that:
 - a. repairs will be performed in a competent and workmanlike manner; and
 - b. all genuine parts used to repair the Unit will be free from defects in materials and workmanship for a period of 12 months.
 - c. all non-genuine parts used to repair the Unit will be free from defects in materials and workmanship for a period of ninety (90) days, unless otherwise specified by TTMI.
20. If a defect exists in a replacement part during the part's warranty period as identified in the preceding sentence, TTMI will in our sole discretion:
 - a. repair the part, using new, used or reconditioned parts; or
 - b. replace the part with a new, used or reconditioned equivalent part; or
 - c. refund the fair market value of the part as determined by the manufacturer.
21. If You have not claimed the Unit and paid all charges due within sixty (60) days after being notified by TTMI that the Unit is available to be returned to You, TTMI will consider the Unit abandoned. TTMI will provide such notice to You at the mailing address You furnished when You authorised the repairs. TTMI may dispose of the Unit in accordance with applicable provisions of law, and specifically may sell the Unit without liability to You. TTMI reserve all statutory and any other lawful liens for unpaid charges.
22. To the extent permitted by law, TTMI will not be responsible in tort, contract or otherwise for any loss or damage, including consequential loss suffered by You, including:
 - a. any loss or damage to or deterioration of the Unit;
 - b. any delay or failure to deliver the Unit to You for any reason;
 - c. our negligence, willful act or default or that of any other person;
 - d. the conversion or misappropriation of the Unit by the willful misconduct of our servants or agents,
 - e. any loss or damage however arising from goods supplied, fitted or installed to the Unit in the course of providing Services, whether or not the loss or damage occurs in the course of performance by TTMI of this contract or in events which are:
 - i. in the contemplation of TTMI and/or You;
 - ii. in events which are foreseeable by TTMI and/or You; or
 - iii. in events which would constitute a fundamental breach of this contract.
23. In the case of a breach of guarantee under the Competition and Consumer Act (Cth) 2010 for loss or damage caused to or suffered by You, our liability is limited, at our election to:
 - a. the resupply of the Services; or
 - b. the payment of the cost of resupplying the Services to You.For the purposes of this clause, the value of the Unit is its value at the place and time it is delivered to TTMI. For the purpose of the relevant Services or at the place and time they should have been delivered. Nothing in this clause excludes the operation of Australian Consumer Law where applicable.
24. TTMI will have a general lien on the Unit, as well any goods and/or documents which come within its possession, custody or control for all sums due and payable by You in respect of the Services to the Unit under lien or of any earlier Services on any other Unit. TTMI will be entitled to sell or dispose of the Unit, goods and/or documents as agent for and at the expense of You and apply the proceeds in or towards the payment of the sums due and payable to TTMI.
25. Upon accounting to You for any balance remaining after payment of any sum due to TTMI and the cost of sale and disposal, TTMI will be discharged from any liability whatsoever in respect of the Unit, goods or documents.
26. Notwithstanding any arrangement between You and TTMI regarding credit, the title to and property in goods at any time sold by TTMI to You shall not pass to You until all monies owed by You to TTMI have been paid in full to TTMI and the title and property in any such Goods shall remain solely with TTMI until such payment as aforesaid.
27. Pending payment of all monies due to TTMI, the following shall apply:
 - i. You shall hold the goods as Trustee for TTMI;
 - ii. You shall not mortgage or pledge the goods to any Person;
 - iii. You shall pay the proceeds of any sale of the goods by it into a bank account separate from all other such accounts conducted by it if it does not cause those monies to be paid directly to TTMI;
 - iv. You shall pay the monies received by You and arising from the sale of the goods to TTMI immediately notwithstanding any other arrangement between any other party as to the payment or credit and that part of such monies received by You as aforesaid which is equal to the monies owing to TTMI for the goods shall never become Your property and shall be held on trust by You on behalf of TTMI;
 - v. You shall retain records in relation to the purchase and sale of the goods;
 - vi. TTMI shall be entitled at any time to take possession, by reasonable force if necessary, of the goods and for that purpose to enter upon any property where the goods may be.
28. These Terms are the only ones that govern our repair of the Unit. No other oral or written terms or conditions apply, including any terms or conditions contained in any purchase order that You provide to TTMI. No one has authority from TTMI to vary any of these Terms.
29. You agree and understand that it is necessary for TTMI to collect, process and use Your personal data in order to perform the service and support obligations under these Terms. TTMI will abide by the Privacy Act (Cth) 1988 in its collection and storage of Your personal data.
30. The laws of Victoria, Australia will govern this Agreement.
31. If any provision of these Terms is deemed to be unenforceable, illegal or void, then it is severed and the rest of the Terms remain in force.
32. No failure by TTMI to exercise and no delay in exercising any right, power or remedy under these Terms will operate as a waiver. Nor will any single or partial exercise by TTMI of any right, power or remedy preclude any other or further exercise of that or any right power or remedy.
33. If by reason of any fact, circumstance, matter or thing beyond our reasonable control, TTMI are unable to perform in whole or in part any obligation under these Terms, TTMI shall be relieved of that obligation under this contract to the extent and for the period that it is so unable to perform and shall not be liable to You in respect of such liability.

**Service and Repair
Terms and Conditions
Pre-Paid Price Servicing – Terms and Conditions**

These Terms and Conditions govern the operation of the pre-paid price servicing Program (**the Program**) at TTMI dealerships and are effective from 1 October 2020.

1. The Program commences at the Manufacturer's Warranty Start Date and continues for 4 years.
2. The Program covers the cost of your tractor's scheduled services as set out below and includes labour, travel (within 100 kilometres of TTMI dealership) genuine parts and lubricants as described in your Case IH Operator's Manual.

Delivery Follow Up	50
Year 1	600
Year 2	1200
Year 3	1800
Year 4	2400

3. The scheduled services will be performed:
 - a. in accordance with the recommendations as set out in your Case IH Operator's Manual; and
 - b. subject to TTMI's standard terms and conditions of service, a copy of which is attached at **A**.
4. The Program does not cover the cost of any of the following:
 - additional maintenance or repair for wear and tear to items including, but not limited to, tyres, brake pads, bulbs and drive belts;
 - fluid top ups or other items required between scheduled services;
 - items that require replacement or repair due to incorrect operation, misuse or a lack of maintenance as described in your Operator's Manual;
 - supplementary maintenance services which are likely to vary depending on the use of the tractor. These supplementary maintenance services are likely to be required if your tractor is being put to use in heavy load conditions as defined in your Operator's Manual;
 - additional maintenance and repairs that may be recommended by TTMI. If that is the case, TTMI will notify you if any additional items require attention prior to the works being undertaken. These works will not be performed without your consent.
5. The benefit of the Program attaches to the tractor and not the owner. As a result, participation in the Program is transferable to subsequent owners but cannot be transferred to another tractor.
6. The scheduled services conducted under the Program must be carried out at the specified hour intervals. When each schedule service under the Program is due, you will receive an alert from TTMI to make your tractor available to TTMI. If you fail to make your tractor available within 100 hours of the scheduled interval hours, you will automatically forfeit your entitlement to that schedule service.
7. If you miss a scheduled service, you may incur additional costs over and above the pre-paid price of next scheduled maintenance service.
8. Unauthorised modifications to your tractor will invalidate your tractor's participation in the Program
9. For the duration of the Program, TTMI will not increase the pre-paid price charged for each scheduled service.