

## **TERMS AND CONDITIONS OF BUSINESS**

### **1. Definitions**

1.1 "The Company" refers to **S-LINE MOTORS LTD**

1.2 "The Buyer/Customer" refers to the person, partnership, Limited Company, or other legal entity, who agrees to services being provided by the Company.

1.3 "The Conditions" refers to the terms and conditions of the Company's operations, set out in this document and any special terms and conditions agreed in writing by a Director, Company Secretary, or another member of this company's management team, acting for and on behalf of the Company.

### **2. Conditions**

2.1 These Conditions shall apply to all contracts for any parts or services provided by the Company to the Buyer.

2.2 Agreement of any work to be carried out by the Company shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

### **3. The Price and Payment**

3.1 The price of the service provided shall be the price agreed between the Company and the Buyer, at the time the Buyer agrees to work being carried out. This price may vary, dependent upon any change in parts prices, specialist charges, which may come into effect at the time the work is completed and which are beyond the control of the Company. The price of the work carried out is exclusive of VAT. Where applicable, VAT shall be 18% due at the rate ruling on the VAT invoice's date.

3.2 Payment of the price and VAT (if applicable) shall be due at the point of collection/delivery of vehicle following completion of repairs, unless otherwise agreed, in writing, with the Company. Payment in this instance is generally agreed to be 30 days from the date of invoice.

### **4. Orders / Estimates / Deposits**

4.1 Estimates are valid for 48 hours from the date given. If instructions are not received from a customer (in response to an estimate rendered) within 48 hours, the Company may invoice for reasonable storage charges from the date that the vehicle was received until its collection. (Note: the company does not, as a general rule make any such charge for garaging pending instructions if the repairs are ultimately carried out by the Company and duly paid for).

4.2 All estimates by the Company are subject to change caused by variations to the Company of labour, material, and spare parts at the date of estimate. In the event of any variation occurring before or after acceptance of the estimate, the Company may if it thinks fit require the Customer to pay on completion of the work any increase due to such variation.

4.3 If no estimate is provided or if part only of the work covered by the estimate is carried out the Company shall be entitled to charge a reasonable and proper price for the work done (including any stripping down leading to determination as to the practicability or otherwise of any work and reassembly) and for materials and spare parts supplied.

4.4 The company reserves the right of admission. It may refuse to carry out all, or part of any work for any reason whether or not an estimate has been provided. Variations to the estimate, the scope of the repair or work, and the prices chargeable shall be subject to all these terms and conditions, and so that any such variation shall not be deemed to constitute or create a new or separate contract.

4.5. Orders received, for Goods and/or Services, from any driver employed by the Customer or by any person who is reasonably believed to be acting as the Customer's agent or by the order of any person to whom the Company is entitled to make delivery of the vehicle shall be binding upon the Customer.

4.6 The Company may demand a deposit before commencing any work. The customer shall cooperate with the Company in all matters relating to the Services.

### **5. Delivery / Completion**

Every effort will be made to provide the Goods and/or Services by the estimated time, but the Company shall not be liable for any delay in completing the Goods and/or Services. Time shall not be of the essence in respect of this clause. Risk passes on delivery or where relevant on collection. The Company will not be held liable for any delay caused by outside influences i.e. goods not delivered in time, sent incorrectly, or sub-contractor work delays.

## **6. Payment**

6.1 Payment for all Goods and/or Services, repairs, and/or spare parts supplied is fully due on completion of work. The goods and/or Services the repairs are completed for these terms and conditions when notice has been given that the vehicle is ready for collection. All Goods and/or Services shall remain the absolute and unencumbered property of the Company until the Company has received cleared payment in full from the Customer in respect of such Goods and/or Services. Cheques accepted will be banked within 24 hours. All inconveniences from bounced cheques will attract a 25% surcharge of cheque value.

6.2 The Company shall have a general lien on all of the Customer's vehicles and all of their contents for all monies owing to the Company by the Customer on any account whatsoever. The Company shall be entitled to reasonable storage charges during any period in which the vehicle is retained by the lien.

6.3. If the Customer's indebtedness to the Company is not satisfied within 28 days from the date of the first invoice to the Customer, the Company may without notice involve the services of an independent debt collector. All costs accruing this arrangement shall be fully borne by the customer.

## **7. Credit Terms**

Where Credit Terms have been extended to the Buyer/Customer by the Company, the Company reserves the right to refuse to provide any of its garage services or parts ordered by the Buyer, where to do so would mean the Buyer exceeded the Credit Limit extended to him/her.

## **8. Remedies for late Payment**

8.1 Interest on commercial debt shall accrue from the date of the invoice unless a written agreement is in place between the Company and Buyer giving an agreed payment period of 28 days. Interest will accrue from day to day, until the date of payment, at the statutory rate (10% above the base rate of the Bank of Uganda applicable on the date the debt becomes due). This figure may change from time to time, dependent upon the interest figures in force by the Bank of Uganda at the time payment of the invoice is due. Interest will accrue until settlement is reached.

8.2 If any invoice is not paid on, or before, its due date, then all sums due and owing to the Company from the Buyer shall become immediately payable and subject to clause 8.1 above.

8.3 The Company shall be entitled to recover from the Buyer all administrative, collection, and legal costs incurred by it in recovering overdue amounts and all sums that become immediately payable under clause 8.2 above.

8.4 Without prejudice to any of the Company's other rights, the Company may, if any sum is not paid, on or before its due date, suspend the service it provides to the Buyer. Any parts, or equipment, provided to the Buyer by the Company remain the property of the Company until all amounts owed are paid.

8.5 The Customer acknowledges that the Company has a legal lien upon any vehicle or vehicles left with the Company for the supply of goods and services and all monies due from the Customer on any account.

## **9. Title and Risk**

Any work carried out by the Company at the request of the Buyer, will be at the Buyer's risk from the point of completion of work, to the Buyer's satisfaction despite delivery. Title of any parts fitted shall not pass from the Company to Buyer until all relevant and outstanding invoices and VAT have been paid in full and at such a time that no other sums whatsoever are due from the Buyer to the Company.

## **11. Disputes procedure and Jurisdiction**

All contracts entered into between the Company and the Buyer shall be governed by the laws of The Republic of Uganda and all disputes arising out of any contract between the Company and the Buyer shall be subject to the exclusive jurisdiction of the courts of The Republic of Uganda. If the Buyer is dissatisfied with any repair or service carried out by the Company, the Buyer should first contact the Company to try and resolve the matter. The Company has a complaints procedure in place. It also complies with the Data Protection Act.

#### **12. Work authorization**

Any additional work will need to be authorized by the customer. Because the vehicle is on-site and the customer not, we will accept authorization over the telephone and by text.

#### **13. Used Parts Consolidation**

All parts removed by the Company in the course of the repair shall, if not claimed by the Customer within 4 working days after the completion of the repair be deemed to be owned by the Company and they shall become the Company's absolute property. Parts returned are subject to a handling charge. Parts specially ordered are not returnable or exchangeable.

#### **14. Warranty**

For any warranty that applies to parts, the term of the warranty will be denoted by the manufacturer and not the garage. In the event of a potential claim, you should notify us immediately whereupon the defect will be assessed and repaired free of charge by the Company providing the exclusions do not apply. Any repairs by an alternative organization will only be permitted with prior express authorization by the Company. Your statutory rights are not affected.

#### **15. Damage Liability/Damage to the vehicle**

15.1 The Customer is responsible for checking their vehicle for any damage before it leaves the Company premises. Once the vehicle leaves the Company premises on completion of work, there will be no liability by the Company.

15.2 When the Company contracts to carry out a defined repair or diagnostic operation, the Company's liability shall be limited to the performance of such works as may be defined by the customer as coming within the scope of such operation.

#### **16. Courtesy Vehicle**

The Company does not guarantee a courtesy car being available. The courtesy vehicle may only be used by drivers over the age of 25, and any damage to the courtesy vehicle will need to be covered at the driver's own cost. The courtesy car should not be repaired from any other garage without prior authorization by the Company. Copy of the driver's vehicle license document must be provided before taking the courtesy vehicle from the Company's premises. It is the responsibility of the driver to inspect the courtesy vehicle for damage and note it on the loan vehicle document before leaving the Company's premises. The courtesy vehicle will be inspected by a member of the Company on its return to the Company's premises.

#### **17. Waste**

The Company is covered for environmental waste transfers and also has a license for disposal of hazardous waste and is available for inspection upon request.

#### **18. Quality Control**

Quality control that is carried out on repairing cars is approximately 50% accurate.

#### **19. Vehicle Storage**

The Company will invoice Ugx.2000 per day for the storage of any vehicle not collected within an agreed collection time following completion of agreed work.

#### **20. Payment for Special Order Parts**

Payment for parts that are special orders for the Customer must be made before work is carried out. No refunds can be made if the client no longer needs the part for whatever reason.

**THESE TERMS AND CONDITIONS ARE AVAILABLE FOR VIEWING WITHIN THE COMPANY'S WAITING ROOM AS WELL AS THE COMPANY'S WEBSITE. BY THE CUSTOMER LEAVING THE VEHICLE, WHETHER THE SAID VEHICLE HAS BEEN**

**BROUGHT IN FOR REPAIR OR NOT, SHALL BE BOUND BY THESE TERMS AND  
CONDITIONS UNLESS A SPECIFIC WAIVER IS GRANTED BY THE COMPANY IN WRITING.**