

## Terms and Conditions

These are the Terms and Conditions governing the repair of your device by Freshway Repair, which is a part of "The Trustee for Freshway Cleaning Chemicals Supplies Unit Trust" holding ABN 18 773 054 807. Our repair services come with guarantees that cannot be excluded under the Australian Consumer Law. Particulars associated with repairs and after repair warranties are outlined below:

1. Freshway Repair will service your device as described and for the charges shown on the Work Authorization. While the service is covered by warranty, we encourage you to seek replacement device to conduct your usual business as we will only cover our work done on the device. Any other functions/components on the device may malfunction for reasons different to the ones mentioned to us, Freshway will NOT cover such circumstances under repair warranty. Commercial cleaning equipment including but not limited to petrol/diesel engines, battery powered, steam controlled etc. are prone to wear & tear/decay and usually recommended by manufacturer to be replaced while outside of manufacturer's warranty. Thus, any malfunction which is not related to the repair/service is NOT covered by Freshway Repair's warranty. You are responsible for inspecting the device to be working in full capacity before collection. Often the manufacturers would upgrade the original replacement part(s)/provide next generation parts/component, which may result variance in operation in older devices. You are responsible for checking the functionality of your device before collection, that it is in workable condition. Freshway Repair and its agents are, to the maximum extent permitted by law, not responsible for any loss, recovery, or compromise of data, software or programs, or loss of use of your device or other equipment arising out of the services provided by Freshway Repair. You represent that your device is yours or belong to your workplace and is not stolen or obtained illegally. You acknowledge that your device may be sent out by common carrier(s) to be serviced by an external service provider if required, which may occur due to high volume of work received by our team and/or lack of parts/safety issues associated with the repairs
2. Unless your device is repaired under warranty or extended service contract without charge, you will pay Freshway Repair the amount agreed on Work Authorization form. Your payment is due when the device has been serviced and notification has been sent to you. Unless specified otherwise, the estimated amount shown on the Work Authorization form includes all parts, labor, transportation required for the repair of the device. Freshway Repair will hold you responsible for the quote fee (diagnostic fee) if Freshway Repair inspects your device, provides an estimate for you, and you do not authorize Freshway Repair to undertake the repairs for the estimated charges. Once left workshop premises, Freshway repair is NOT liable for how you use the device and hence, holds all right to refuse warranty claims on repairs if the device has been returned for a different malfunction/issues associated with how it has been used. Some examples include but not limited to: Using chemicals with water, mixing wrong fuel/oil ratio, using consumer models in commercial premises etc. If Freshway Repair determines while inspecting your device, that repairs are needed due to failures of parts that are neither supplied by manufacturer/OEM - or are needed due to damage caused by abuse, misuse or misapplication - Freshway Repair reserves the right to return the device to you without repairing or re-assembling it, and will hold you responsible for the quote fee. To the maximum extent permitted by law, Freshway Repair and its agents will not be responsible for any damage to the device that occurs during the repair process that is a result of any unauthorized modifications or repairs or replacements not performed by Freshway Repair. If damage results, Freshway Repair will seek your authorization for any additional costs for completing service even if the device is covered by warranty. If you decline authorization, Freshway Repair may return your device unrepaired, unassembled and in the damaged condition without any responsibility
3. If the requested repairs require labor and/or parts not specified on the Work Authorization, Freshway Repair may seek your approval of a revised estimate several times AFTER initial estimate(s) provided. If you do not agree that Freshway Repair may revise the charges, may return your device and hold you responsible for the quote fee detailed out on the Work Authorization
4. If repairing your device under your device's warranty or extended service contract, Freshway Repair may use new, used or reconditioned parts, as permitted by these terms. If repairing parts outside of warranty or



extended service contract, Freshway Repair may use new, used or reconditioned parts. If Freshway Repair replaces a part, then unless otherwise agreed, title in the replaced part will pass to Freshway Repair as its property. If you agree to return a replaced part to you, you agree to pay Freshway Repair the cost of the replacement item in addition to any other charges for the repair service

5. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired, if recommended by service department and authorized by the business. Refurbished parts may be used to repair the goods. If a defect exists in a replacement part during the part's warranty period, at its option, Freshway Repair will (1) repair the part using new, used or reconditioned replacement parts, (2) replace the part with a new, used or reconditioned equivalent part, or (3) deduct the fair market value of the part from quote however will not exceed the quote fee(s), as determined by Freshway Repair. TO THE EXTENT PERMITTED BY LAW THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE REPAIR PARTS. TO THE EXTENT PERMITTED BY LAW FRESHWAY REPAIR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PARTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

6. IF ANY DEVICE SHOULD BE DAMAGED OR LOST WHILE IN CUSTODY, TO THE EXTENT PERMITTED BY LAW FRESHWAY REPAIR'S LIABILITY WILL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE AFFECTED DEVICE. SUBJECT TO THE PREVIOUS SENTENCE, FRESHWAY REPAIR'S ENTIRE LIABILITY FOR YOUR DAMAGES FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE REPAIR OF YOUR DEVICE, WHETHER DUE TO FRESHWAY REPAIRS' NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNTS THAT YOU PAY FOR REPAIR SERVICES. TO THE EXTENT PERMITTED BY LAW, YOUR ONLY REMEDY UNDER THIS REPAIR AGREEMENT IN RESPECT OF ANY MATTER NOT ADDRESSED BY THE PREVIOUS SENTENCES IS TO SEEK RECOVERY OF DAMAGES AGAINST FRESHWAY REPAIR IN AN AMOUNT NOT EXCEEDING WHAT YOU HAVE PAID FOR REPAIR SERVICES/QUOTE. TO THE EXTENT PERMITTED BY LAW, FRESHWAY REPAIR HAS NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUE. TO THE EXTENT PERMITTED BY LAW, FRESHWAY REPAIR IS NOT RESPONSIBLE FOR ANY FAILURES OR DELAYS IN PROVIDING SERVICES THAT ARE DUE TO EVENTS OUTSIDE FRESHWAY REPAIR'S REASONABLE CONTROL

7. It is a condition of accepting your device for repair that the device is subject to disposal of uncollected goods legislation and that this legislation confers on Freshway Repair a right of sale exercisable in certain circumstances. If you have not claimed your device and paid all charges due within the minimum period required outlined in Work Authorization after Freshway Repair has provided you with notice that your device is ready for collection/delivery to you, Freshway Repair will consider your device abandoned and Freshway Repair will be entitled to exercise its rights under law to dispose/re-sale or re-use the device/parts. Freshway Repair will provide all notices to you as agreed as per Work Authorization, as per your preferred contact method. Freshway Repair may charge you extra for storage of devices as agreed in case of emergencies/unforeseen delays in collection, however, all dues must be paid including late collection/storage fees before collection of the equipment without any exception

8. These Terms and Conditions are the ones that govern Freshway Repair's repair of your device. Except as otherwise stated in these Terms and Conditions, no other oral or written terms or conditions apply, including those in any purchase order that you provide to Freshway Repair. These terms and conditions may be changed any time to accommodate our business model/mode of operation and ever growing business needs. By agreeing to these terms and conditions you also agree to check and request updated terms and conditions in our website and on site, if website is inaccessible/not available. You also agree to the fact that Freshway Repair is not required to contact clients by any means to update on these terms and conditions upon any alterations. No one has the authority from Freshway Repair service team to vary any of these terms and conditions