

PRODUCT REPAIRFORM: Incoming service / warranty repairs



Members of the Bialecki Group of Companies.

COMPANY DETAILS

Company Name:

Ref # / RA # (if applicable):

PO# (if applicable):

CONTACT DETAILS

Name:

Address:

Phone/Mobile:

Email:

SERVICE INFORMATION

PRODUCT DETAILS

Brand:

Product / Model Code:

Serial Number (in full):

Product Description:

Accessories Supplied:

NON WARRANTY REPAIRS POLICY

Quotations will not be provided for repairs that are less than or equal to: \$400.00. Amounts stated are excluding GST. A minimum service fee of \$180.00 (ex GST) applies to all goods provided to HillsATV Pty Ltd for diagnosis and/or repair and will be charged regardless of whether the repair work can be undertaken on the goods or where a quotation (if any) for repair work is not accepted. A charge of \$120.00 (ex GST) charged in 15 minute increments per hour will be charged for the hourly rate for repairs. By giving your product to HillsATV Pty Ltd you are consenting to the foregoing and to a repair being completed without quotation, if the repair is less than or equal to the amounts stated. Costs exceeding the above amounts will automatically be quoted.

WARRANTY DETAILS

Dealer purchased from:

Date of purchase:

Invoice or Receipt #:

Copy of receipt or invoice must be attached to this form in order to process repair under warranty. If no warranty information is supplied the repair will be treated as a non-warranty repair and charges will apply.

FAULT DESCRIPTION

Please provide us as much information as possible. Insufficient details could delay the repair. Include all information which may assist us in reproducing the fault.

Is the fault intermittent?

Yes No

If Yes, the fault occurs:

Hourly Daily Monthly Other

DELIVERY INSTRUCTIONS

Would you like us to contact you when the repair is ready?

Yes No

Do you require delivery once the repair is completed?

Yes No Standard freight charges may apply for all repairs.

PLEASE SIGN HERE

Notes:

- Please complete one product repair form for each item.
- Quotations are valid for 14 days. If the quotation is not approved within the timeframe, the item will be returned unrepared, and a fee may be charged.
- Please complete and attach this form to your repair, attention to "Service" and deliver to: HillsATV Pty Ltd 38 Heath Street, Lonsdale, SA 5160 or your local Hills branch. For a list of branches visit www.bitek.com.au
- Repair Notice: During the process of repair, some or all of your stored data may be lost. Please ensure that you have saved the data elsewhere prior to repair. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

I have read and accept the terms and conditions set out in this form (including the Standard Terms and Conditions).

Print name:

Date:

Signature:

HillsATV Pty Ltd
38 Heath Street Lonsdale, SA 5160
Ph: 08 7079 6797
ABN: 69 636 174 966

Standard Terms and Conditions

1. Unless otherwise agreed by You in writing this Agreement contains the entire agreement between the parties with respect to their subject matter and supersede all other representations, negotiations, arrangements, understandings, agreements and communications.
2. Once a Quote is accepted by You, or where you otherwise request HillsATV Pty Ltd to perform the Services, HillsATV Pty Ltd will provide the Services on and subject to the terms and conditions of this Agreement and the Quote (if applicable) cannot be cancelled or varied by You without HillsATV Pty Ltd' consent.
3. Unless otherwise agreed, you must pay HillsATV Pty Ltd for the Services no later than 30 days after the date of the invoice provided by HillsATV Pty Ltd.
4. Unless otherwise agreed, the Price for the Services is exclusive of GST and any other taxes. If GST is payable as a consequence of any supply made (or deemed to be made) by HillsATV Pty Ltd in connection with this Agreement, You will pay HillsATV Pty Ltd an amount equal to the GST payable in respect of the supply, in addition to the amounts otherwise payable. GST means goods and services tax as defined in the A New Tax System (Products and Services Tax) Act 1999 (Cth) or any like tax.
5. This clause and any other limitations and exclusions of liability or warranties contained in this Agreement apply only to the maximum extent permitted by law. Nothing in this Agreement excludes, restricts or modifies any condition, warranty, right, obligation or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified. This Agreement must be read and construed subject to any such statutory provisions. If any such statutory provisions apply then, to the extent to which HillsATV Pty Ltd is entitled to do so, HillsATV Pty Ltd limits its liability pursuant to such provisions (at HillsATV Pty Ltd' option) to, in the case of goods, the replacement of the goods or the supply of equivalent goods or the payment of the cost of replacing the goods or of acquiring equivalent goods; and in the case of services, the supplying of the services, or the payment of the cost of having the services supplied again.
6. Without otherwise limiting this clause and to the maximum extent permitted by law, the total aggregate liability of HillsATV Pty Ltd to You under or in connection with this Agreement and the Services whether under contract (including under any indemnity), tort (including negligence), product liability, statute or otherwise is limited, for each claim or series of connected claims which relate to any and all obligations pursuant to this Agreement, to the Price (excluding GST) paid or payable by You for the Services to which the claim or connected claims relate.
7. To the fullest extent permitted by law and except as expressly stated in this Agreement, all express or implied warranties, representations, guarantees and conditions, whether arising under statute or otherwise, including as to merchantability, description, quality, suitability or fitness for any purpose or otherwise, are hereby expressly excluded.
8. Certain legislation, including the Competition and Consumer Act 2010 (Cth) may imply warranties, conditions, guarantees or impose obligations which cannot be excluded, restricted or limited or modified except to a limited extent. This Agreement must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of this Agreement, to the extent to which HillsATV Pty Ltd is entitled to do so, HillsATV Pty Ltd limits its liability in respect of any claim under those provisions to:
 - (a) in the case of goods, at HillsATV Pty Ltd' option:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of having the goods repaired, and
 - (b) in the case of services, at HillsATV Pty Ltd' option:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
9. To the fullest extent permitted by law, HillsATV Pty Ltd is not liable to You, in tort (including negligence), contract or product liability, or under statute or otherwise for any loss of profits, opportunity, revenue, data, goodwill, business or anticipated savings, pure economic loss, loss of value of equipment (other than cost of repair) or expectation loss or any indirect, incidental, consequential, special, punitive or exemplary loss or damage, arising out of or in connection with this Agreement or the Products and/or Services, even if such loss or damage was foreseeable, arose naturally or was in the contemplation of the parties in relation to this Agreement.
10. You indemnify HillsATV Pty Ltd, its related bodies corporate and their respective directors, officers, employees and agents (Indemnified Parties) against all proceedings, actions, claims, demands, liabilities, losses, damages, expenses and costs (including legal costs), which may be made or brought (including by Your customers) against, suffered or incurred by the Indemnified Parties, and arising directly or indirectly out of or in connection with any loss or damage to property, personal injury or death of any person arising from any act or omission of You or any of its officers, employees, agents or subcontractors.

11. Unless other arrangements are agreed in writing, you shall be responsible to arrange and pay freight from HillsATV Pty Ltd' place of business. Delivery occurs when HillsATV Pty Ltd returns the Goods to Your nominated carrier (or HillsATV Pty Ltd' carrier where You request for HillsATV Pty Ltd to arrange transport on behalf of You (which shall be at Your cost and charged as a separate item)). Risk in the Goods shall be with You once the Goods are dispatched from HillsATV Pty Ltd' premises.
12. Each party shall treat as confidential all information disclosed to or obtained from the other party pursuant to these terms and conditions and shall not divulge such information to any person (other than such party's employees or contractors or other authorised parties who need to know) without the other party's prior written consent, provided that this provision shall not apply to information which was rightfully in the possession of such party prior to any negotiations, which is public knowledge (otherwise than as a result of a breach of this provision) or which is disclosed in compliance with applicable law, regulation or court order, provided the other party is given reasonable written notice of such proposed disclosure.
13. All rights in HillsATV Pty Ltd Intellectual Property remain with HillsATV Pty Ltd and nothing in this Agreement is intended to transfer any interest in HillsATV Pty Ltd Intellectual Property to You. All rights in Your Intellectual Property remain with You and nothing in this Agreement is intended to transfer any interest in Your Intellectual Property to HillsATV Pty Ltd.
14. This Agreement must be read and construed according to the laws of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.
15. In this Agreement, unless the context otherwise requires:
 - Agreement means these terms and conditions, the Quote and any conditions set out in the product repair form.
 - Goods means the goods submitted to HillsATV Pty Ltd by You for repair. HillsATV Pty Ltd means HillsATV Pty Ltd.
 - Intellectual Property Rights means all rights in or to any patent, copyright, database rights, registered design or other design right, utility model, moral right, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other intellectual property rights whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any such rights.
 - Price means the price for the Services as specified in the Quote.
 - Quote means a quotation for the supply of Services by HillsATV Pty Ltd to You.
 - Services means warranty claim and/or repair services.
 - You and Your means the customer identified as such in the Quote or person requesting the Services.