

WORKSHOP DISCLAIMER

In terms of the RMI code of Conduct where products and services are supplied,

John's Service Centre

("The Guarantor")

will honour any guarantee relating to products and services supplied by the Guarantor for

**3 MONTHS ON LABOUR; 6 MONTHS ON PARTS
FROM DATE OF FITMENT &/OR INVOICE**

and/or unless specified otherwise by manufacturer and/or stated in writing

and warrants all repairs to be free from patent defects in material and workmanship for a period of 3 months on labour and 12 months on parts from date of Invoice. This warranty does not apply where product has been deliberately or through gross negligence damaged, altered, misused or tampered with by the consumer or any unauthorised third party. Accidents caused by the purchaser or any unauthorised third party also nullify this warranty. Liability is limited as stated above and consequential or incidental losses are not covered. Proof of purchase is required to validate and enforce the warranty.

The consumer acknowledges that any claim in terms of the warranty is limited in accordance with the terms set out herein. The consumer further acknowledges that all repairs are undertaken on the basis that, in the event of any repairs proving to be defective or unsatisfactory for any reason whatsoever, no liability shall attach to JOHN'S SERVICE CENTRE for any loss or damages resulting from such defective repairs other than the reasonable costs for remedying such defective repairs and then only where it is shown that such defective repairs have arisen as a result of the negligent conduct of JOHN'S SERVICE CENTRE.

The consumer agrees that he/she shall be liable for all costs or changes incurred by JOHN'S SERVICE CENTRE in respect of the recovery of any overdue amount owed to JOHN'S SERVICE CENTRE or in respect of any proceedings or action brought by JOHN'S SERVICE CENTRE which, in its sole discretion, may consider necessary in order to recover such overdue amounts and he/she furthermore agrees to pay the costs for any proceedings instituted by the JOHN'S SERVICE CENTRE'S attorneys, such costs to be based on Scale C of the Magistrate's Court Tariff and to include those costs as between attorney and client and any collection charges and any tracing agent's charges reasonably incurred in either ascertaining the consumer's whereabouts or in collecting any payment due by the consumer.

The following conditions will apply without exception:

1. This guarantee is valid in respect of the original consumer only and is not transferrable. It is deemed null and void in the event of the said vehicle being sold.
2. JOHN'S SERVICE CENTRE reserves the FIRST RIGHT to repair in the event of any breakage.
3. This guarantee will be null & void in the event of the use of the incorrect driving technique OR driver abuse; excessive or abnormal use, usage that is contrary to any manufacturer's specifications or normal wear and tear.
4. This guarantee will be null & void in the event of a faulty speedometer; in the event of the odometer and the repair(s) and / or parts / seals fitted by JOHN'S SERVICE CENTRE are tampered with / dismantled by any THIRD PARTY, other than JOHN'S SERVICE CENTRE or with our express written authorisation.
5. Any THIRD PARTY involvement / repairs work done to said vehicle, renders the guarantee null & void.
6. Losses suffered as a result of consequential damage not related to repairs carried out by JOHN'S SERVICE CENTRE or with JOHN'S SERVICE CENTRE'S express written authorisation are not covered by this guarantee.
7. All warning devices on, for example, cooling system temperature gauges, oil warning gauges / lights, alternator gauges / lights and speedometer are deemed to be fully functional and working.
8. The vehicle has been serviced in accordance with the manufacturer's specification and service schedule.
9. The manufacturer's warranty conditions must be strictly adhered to in the case of components fitted to the vehicle.
10. After an ENGINE REBUILD, the vehicle must be returned for a checkup/evaluation on or before 1 000 km after job completion, or whichever occurs first, and such will be charged at an additional cost exc. VAT. Thereafter vehicle to be serviced every 10 000 km for petrol and / or 5 000 km for diesel.
11. Customer / consumer to check for oil leaks and to ensure that the water level and oil level is sufficient at all times.
12. It is and remains the customer's responsibility to report oil / water leaks to JOHN'S SERVICE CENTRE immediately. If any leaks are ignored and as a result, failure occurs, then guarantee is null and void.
13. It is and remains the customer's responsibility to report any abnormal noise or irregularity of the operation of the unit / vehicle to JOHN'S SERVICE CENTRE immediately. Should the above be ignored and additional damage be incurred as a result, guarantee is deemed null and void.
14. In the event of faulty &/or failure of engine, the vehicle must be returned immediately to JOHN'S SERVICE CENTRE'S premises for assessment or repair.
15. The guarantee expressly excludes liability for consequential loss or damage, in the event of componential failure.
16. The guarantee does not extend to include loss and or damage resulting from normal wear and tear and or deterioration arising through usage and age of the vehicle.
17. No claim will be entertained without an original invoice / service history, which is to be presented by complainant on the date of the claim.
18. In the event of a failure and should recovery or storage of the vehicle be required, such recovery or storage will be at the owner's own risk.
19. Loaner cars, hire cars and towing do not form part of this guarantee and will be for the account of the customer / consumer.
20. This guarantee will only be honoured if the consumer report(s) any claim incidental to, or arising from, the repairs conducted by JOHN'S SERVICE CENTRE within 7 (seven) days of the nature of the claim.
21. JOHN'S SERVICE CENTRE is the sole judge of what constitutes a valid claim or other cause of fault / breakage. Should a dispute arise from any claim, JOHN'S SERVICE CENTRE reserves the right to forward such a claim to RMI (Retail Motor Industry organization) for settlement.
22. Customer / consumer to report problems immediately and return vehicle to the workshop same day.
23. NO LIABILITY on Towing, Fitting Charge, Vehicle Hire, Accommodation or Loss of Income.
24. NO guarantee on parts supplied by customer to JOHN'S SERVICE CENTRE
25. FAILURE to adhere to any of the above / or any combination of the above renders the WARRANTY / GUARANTEE for any work done / performed by JOHN'S SERVICE CENTRE null and void.
26. A new WARRANTY / GUARANTEE is not issued in the event of a claim. WARRANTY commences from initial date of repair.

In addition the above mentioned the following is applicable to GEARBOX & DIFF REPAIRS:

The Warranty (to Gearboxes) does not apply to the following conditions:

1. Water in Gearbox.
2. Failure from overheating due to towing without additional cooler (Automatic vehicles).
3. Overheating (Automatic vehicles).
4. Incorrect installation - if loose unit is supplied.
5. Shortage of oil.
6. Damage caused to gearbox and torque converter by faulty flex plate or propshaft or mountings.
7. Torque converter and cooler pipes to be checked and flushed.
8. There will be a 6 months warranty period from date of Invoice.
9. Failure to have propshaft balanced where applicable.
10. A new warranty is not issued in the case of a claim. Warranty commences from initial repair.
11. In the event of customer's own unit being repaired, only the parts replaced will be under warranty.
12. Warranty is void if gears are stripped or broken.
13. No accessories attached to the above units, i.e. reverse switches, torque converters, broken pipes etc. are covered by warranty.
14. In the event of unit failing, only the unit is covered by the warranty and the Guarantor must be contacted immediately regarding repair instructions.
15. The Guarantor is the sole judge of what constitutes a valid claim or other cause of fault.
16. Customer / consumer to report problems immediately and return vehicle to the workshop same day.
17. NO LIABILITY on Towing, Fitting Charge, Vehicle Hire, Accommodation or Loss of Income.

DISCLAIMER (to be explained to customer / consumer) e.g.:

1. Fitted thermostat only, no further faults noted at date & time of testing. Driver to observe heat gauge, water levels and report.
2. No guarantee on engine - customer's / consumer's instructions to fit existing pump and injectors (not serviced).
3. No guarantee on brake pads - customer / consumer instructed not to machine discs - reported below specifications.

The above has been explained and fully understood. Only complaints that cannot be resolved at management level will be entertained by the RMI complaint's officer or relevant RMI committee.