Auto Service Terms and Conditions
October 2026

1. Formation of agreement

These Terms and Conditions govern the provision of automotive services (Services) and/or the supply of automotive parts (Parts) by The Trustee for ADR Group Trust for Agri World Australia PTY LTD ACN 622673376 trading as THOR Mechanical WA ABN: 41 771 077 565, Motor Vehicle Repair Business Number MRB10335 (herein referred to as "TMWA", "we", "us" or "our") and the customer (in this Agreement herein referred to as "you").

By engaging our services and or signing a Service Repair Order, you agree and accept to comply with and be bound by the following terms and conditions. **Please read them carefully.**

These Terms and Conditions apply to the provision of automotive services, the supply of automotive parts and products, and purchases made through TMWA's online store at www.tmwa.com.au.

Where a provision relates specifically to workshop services, it applies only to those services. Where a provision relates specifically to online purchases, it applies only to purchases made through the online store.

By placing an order through our online store, you acknowledge that you have read and agree to these Terms and Conditions, including our Returns and Refunds Policy and Shipping Policy, which are available on our website.

An order submitted through our online store constitutes an offer to purchase the selected products. An automated order acknowledgement does not constitute acceptance of that offer. An order is accepted when TMWA confirms acceptance in writing, subject to any separately quoted freight charges requiring your approval.

TMWA reserves the right to decline an order before acceptance, including where products are unavailable, pricing errors have occurred or delivery cannot reasonably be arranged. Any payment received for an order that is declined will be refunded.

2. Services Provided

TMWA provides a range of automotive mechanical services including, but not limited to, vehicle repairs, maintenance, diagnostics, inspections and/or the sale and supply of parts.

TMWA also operates an online store for the sale and supply of automotive parts, accessories and related products. Products purchased through the online store may be subject to additional conditions relating to product availability, compatibility, delivery, installation and returns, as outlined in these Terms and Conditions and the policies published on our website.

3. Estimates and Quotes

3.1 We may provide you with a verbal or electronic estimate for Services and/or Parts when you book a Service (Estimate). All estimates and quotes provided by TMWA are based on the information available at the time and are subject to change. The Estimate is valid for 7 days. If Parts are not in stock at the time of the Estimate, the quoted price is subject to change based on the price payable by TMWA for the Parts at the time of Service.

3.2 On the scheduled date of Service, you must confirm the scope of work you would like us to perform and sign a service repair order.

3.3 We will notify you of any special conditions that apply to your service repair order in addition to these Terms and Conditions.

3.4 We reserve the right to amend an Estimate and/or Service Repair Order after an assessment of your vehicle. If we need to an If we need to amend an Estimate and/or Service Repair Order, we will contact you and obtain your consent before commencing any work.

3.5 We will carry out the Services and/or install the Parts supplied specified in the service repair order subject to these Terms and Conditions.

3.6 If, during the performance of the Services, we discover that additional Services and/or Parts are required (Additional Work):

(a) we will notify you of the Additional Work required; and

(b) you may elect to have all, or part of the Additional Work performed.

3.7 TMWA excludes any liability to you in connection with any loss or damage you suffer or incur as a result of your decision not to proceed with all or any of the Additional Work required, if applicable

3.8 TMWA reserves the right to refuse to perform the Services and/or supply the Parts for any reason.

3.9 All prices displayed on the TMWA online store are in Australian dollars and include GST where applicable, unless expressly stated otherwise. Delivery, freight, insurance and other applicable charges are additional unless expressly included in the advertised price.

3.10 **Product Availability**. All products advertised through the online store are subject to availability. Where a product becomes unavailable after an order is submitted, TMWA will notify the customer and provide the option of an agreed alternative product, an agreed revised delivery timeframe or a refund for the unavailable product.

3.11 **Pricing Errors**. TMWA reserves the right to correct genuine pricing or product-description errors before accepting an order. Where an error is identified after payment but before acceptance, TMWA will notify the customer and provide the option of proceeding at the corrected price or receiving a full refund. Nothing in this clause limits rights under the Australian Consumer Law.

3.12 **Product Compatibility**. Customers are responsible for providing accurate vehicle information and checking product compatibility before purchasing. Where a customer selects a product without relying on a recommendation or representation made by TMWA, TMWA is not ordinarily required to accept a return solely because the customer selected an incompatible product. This does not affect any rights under the Australian Consumer Law, including where TMWA has supplied an incorrectly described product or a product unsuitable for a particular purpose expressly disclosed to and accepted by TMWA.
3.13 **Product Information.** TMWA takes reasonable steps to ensure product descriptions, specifications and images are accurate. Customers should review the product specifications before ordering and contact TMWA where clarification is required. Product descriptions and images do not exclude any guarantee that goods will correspond with their description or any other right under the Australian Consumer Law.

4. Customer Supplied Parts
4.1 We may install Parts that you have supplied (Customer Supplied Parts). However, we reserve the right to decline any request to install Customer Supplied Parts in our absolute discretion.
4.2 Where TMWA agrees to install Customer Supplied Parts, TMWA does not provide any additional product warranty in respect of those parts. TMWA is not responsible for defects inherent in Customer Supplied Parts or damage directly caused by those defects, except to the extent that liability arises from TMWA's own acts or omissions or cannot lawfully be excluded.
4.3 TMWA remains responsible for ensuring that any installation services it provides comply with the applicable consumer guarantees under the Australian Consumer Law, including the guarantee that services will be performed with due care and skill.

5. Payment Terms
5.1 **Upfront Payments** - Depending on the value of the Services and/or Parts (other than batteries), we may require you to pay a minimum 50% deposit or pay for the Services and/or Parts in full when you deliver your vehicle to our TMWA workshop.
5.2 **Payment** - Payment is due upon completion of services unless otherwise agreed upon in writing.
5.3 We accept payment via cash, credit/debit card, and electronic funds transfer (EFT).
5.4 Where you fail to pay any tax invoice on or before the due date, you agree that the TMWA will add interest to the total outstanding amount at the rate of 4.0% interest per calendar month and that the Customer will be liable to pay an accrued interest in addition to the outstanding amount.
5.5 Online Store Payments.Payment for products purchased through the TMWA online store must be made using the payment methods available at checkout. Orders will not ordinarily be processed until payment has been received or otherwise authorised by TMWA.
5.6 **Freight Charges**.Unless expressly included in the advertised product price, freight charges are additional. Where freight cannot be calculated at checkout, TMWA will provide a separate freight quotation for the customer's approval before dispatching the goods.

5.7 **Freight Approval and Cancellation**.Where freight is quoted after payment for the products has been received, the customer may accept or decline the freight quotation. If the customer declines the quotation, the customer may cancel the order and receive a full refund of amounts paid, provided the order has not already been completed under a separately agreed arrangement. Any special-order cancellation condition must be expressly disclosed and accepted before TMWA commits to ordering the goods from its supplier. Nothing in this clause limits rights under the Australian Consumer Law.
5.8 **Payment Verification**.TMWA may undertake reasonable verification procedures to confirm the validity of an online transaction and may suspend processing of an order where fraudulent or unauthorised payment activity is reasonably suspected.
5.9 **Refund Processing**.Approved refunds will ordinarily be processed using the original payment method within a reasonable period after the refund entitlement has been established. TMWA will not impose any fee that unlawfully reduces a refund required under the Australian Consumer Law.

6.After hours Drop Off & Collection and disposal
6.1. The provisions of this clause relate exclusively to vehicles delivered to or held at TMWA's workshop premises for servicing, repairs or associated services. They do not apply to products purchased through the online store and delivered to customers by freight or courier.
6.2**Drop Off** - If you are dropping your vehicle off outside of our normal trading hours, you agree that you are leaving your vehicle outside of our premises unattended at your own risk and will not hold TMWA responsible for any incidents relating to your vehicle.
6.3 **Collection** - Where relevant, we will issue you with a notice when your vehicle is ready to be collected
(First Notice). You must:
(a) collect your vehicle; and
(b) pay any outstanding fees or costs that you owe to us, including towing and storage fees (Outstanding Amount), as soon as possible after the date of the First Notice and you acknowledge that your vehicle is stored by TMWA at your risk, and you indemnify TMWA from and against any claim, loss or damage of any kind arising out of, under or in connection with such storage.
6.4. If you do not collect your vehicle, and pay any Outstanding Amount, for any reason within 14 days following the date of the First Notice, we may:
(a) charge you $25 per day from the date of the First Notice for continuing to store your vehicle; and
(b) issue you with a second and final notice (Final Notice). The Final Notice is a notice that we intend to sell or otherwise dispose of your vehicle if you do not collect it, and pay any Outstanding Amounts .
6.5. If you do not collect your vehicle, and pay any Outstanding Amounts, for any reason within 14 days following the date of the Final Notice, you agree that we may:
(a) dispose of your vehicle; or
(b) sell your vehicle and apply the proceeds of the sale in satisfaction of the Outstanding Amount and any legal fees, internal costs and expenses from TMWA, within 14 days following the date of the Final Notice.

6.6. You agree that:
(a) you appoint us as your agent for the purposes of selling or otherwise disposing of your vehicle in accordance with clause 6.4;
(b) and on the basis of our appointment as your agent under clause 6.6 we may sign any documents on your behalf in relation to the sale or disposal of your vehicle, including any Notification of Change of Ownership (or any other similar form) required by the Department of Transport in relation to the sale or disposal of your vehicle.
6.7. Any sale or disposal of an uncollected vehicle will be undertaken only in accordance with applicable Western Australian legislation and any other legal requirements governing the sale or disposal of uncollected goods. Nothing in these Terms and Conditions authorises TMWA to dispose of a vehicle contrary to applicable law.
6.8. You agree that the process in clauses 6.1 to 6.7 replaces any other processes which may otherwise apply in relation to the disposal of uncollected goods, including under the Disposal of Uncollected Goods Act 1970 (WA).

7. Lien over vehicle
7.1 You acknowledge and agree that we may, in our absolute discretion, exercise a lien over your vehicle and/or the Parts until all monies due and payable to us are paid in full and cleared funds.
7.2 This clause applies to vehicles and parts held by TMWA in connection with workshop services, subject to any applicable statutory or common law requirements. It does not create a lien over goods purchased through the online store that have already been delivered to the customer.

8. Warranty and Guarantee
8.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
(a) to cancel your service contract with us; and
(b) to a refund for the unused portion, or to compensation for its reduced value.
You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.
8.2 If a defect is identified and not repaired upon the customer's request, the customer acknowledges that this decision is at their own risk and that TMWA has fulfilled its obligation to inform and recommend necessary actions.
8.3 Products purchased through the online store are subject to the consumer guarantees provided under the Australian Consumer Law. These guarantees apply independently of any manufacturer's warranty or additional warranty offered by TMWA.
8.4 Where goods fail to comply with an applicable consumer guarantee, the customer may be entitled to a repair, replacement, refund or other remedy depending on the nature of the failure and the requirements of the Australian Consumer Law.
8.5 Where a failure constitutes a major failure under the Australian Consumer Law, the customer may be entitled to reject the goods and choose between a refund or replacement, subject to the applicable statutory requirements. Where a failure is not major, TMWA may be entitled to remedy the failure within a reasonable time.

8.6 Any rights available under the Australian Consumer Law are not restricted by the Returns and Refunds Policy, Shipping Policy, manufacturer's warranty conditions or other provisions of these Terms and Conditions.

9. Defects and Repairs

9.1 If a defect is identified during the service, TMWA will notify the customer and provide recommendations for repairs.

9.2 Customers may decline recommended repairs. Where a customer declines repairs after being advised of an identified defect, TMWA is not responsible for subsequent loss or damage to the extent that such loss or damage is caused by the customer's decision not to proceed with those repairs, except where liability cannot lawfully be excluded.

9.3 Declining recommended repairs does not automatically void warranties or consumer guarantees relating to unrelated services or products supplied by TMWA.

10. Liability and Indemnity

10.1 Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

10.2 To the extent permitted by law, TMWA is not liable for loss or damage caused solely by incorrect information supplied by the customer, misuse of products, incorrect installation by third parties, unauthorised modifications or failure to follow applicable installation and maintenance instructions.

10.3 Where liability may lawfully be limited, any limitation will apply only to the extent permitted by the Australian Consumer Law and other applicable legislation.

10.4 TMWA does not exclude liability for its failure to exercise due care and skill in providing services or for other liabilities that cannot lawfully be excluded.

11. Extended Services, Parts and warranty

11.1. In addition to the rights you have under the Australian Consumer Law, we offer the following extended warranty on Services performed and/or Parts (excluding batteries) purchased and installed by TMWA:

(a) a 6 month or 10,000km warranty (whichever occurs first) for private vehicles; or

(b) a 3 month or 5,000km (whichever occurs first) for commercial vehicles, (collectively, Extended Services and Parts Warranty);

where the relevant defect or damage arises from TMWA's installation services or where liability cannot lawfully be excluded.

11.2 The Extended Services and Parts Warranty starts on the date we first perform the Services and/or install the Parts.

11.3. The Extended Services and Parts Warranty is personal to you. It is not transferrable or assignable.

11.4. The Extended Services and Parts Warranty does not apply to:

(a) Customer Supplied Parts, including installation;

(b) your failure to properly maintain and use or operate the vehicle in accordance with the manufacturer's recommendations;

(c) damage or defects directly caused by the customer's failure to undertake repairs reasonably recommended by TMWA, provided that this exclusion does not affect statutory consumer guarantees or unrelated warranty claims;

(d) repairs improperly performed or parts improperly installed by any person other than TMWA;
(e) deterioration due to fair wear and tear or any environmental conditions including salt, hail, windstorm, lightning or flood;
(f) Where goods come to the end of their natural service life;
(g) Maintenance items such as globes, wiper blades, lubricants, and fluids; or
(h) Where the defect is a result of:
- Alteration, accident, misuse, abuse, or neglect;
- Unsafe or inappropriate driving practices; or
- Where the product or services are subsequently repaired or modified by an unauthorised service agent; and

(i) returns requested solely because the customer has changed their mind, subject to any additional return arrangements expressly offered by TMWA and any rights available under the Australian Consumer Law.

11.5 Parts specifically ordered from a supplier at the customer's request, including special-order, custom-manufactured or non-standard stock items, may be subject to additional cancellation conditions.
(a)Where TMWA has expressly disclosed and the customer has agreed to a non-cancellable special-order arrangement before the supplier order is placed, TMWA may decline a cancellation requested solely because the customer has changed their mind, subject to applicable law.
(b)Nothing in this clause excludes or restricts the customer's rights under the Australian Consumer Law, including where goods are faulty, incorrectly described or otherwise fail to comply with an applicable consumer guarantee.
11.6 Where a product is covered by a manufacturer's warranty, TMWA may assist the customer in lodging a warranty claim with the manufacturer. However, any requirement for manufacturer inspection or assessment does not limit the customer's statutory rights against TMWA as the supplier under the Australian Consumer Law.

12. Online Shipping and Delivery

12.1 Products purchased through the online store will be dispatched using TMWA's nominated freight or delivery providers, unless otherwise agreed.
12.2 Delivery timeframes are estimates only and may be affected by product availability, supplier delays, freight provider operations and circumstances beyond TMWA's reasonable control. TMWA will take reasonable steps to meet agreed delivery timeframes.
12.3 Where freight charges cannot reasonably be calculated at checkout, TMWA will provide a separate freight quotation for customer approval before dispatch. The customer will not be required to accept an additional freight charge that was not agreed before the order was accepted.
12.4 Customers are requested to inspect delivered products promptly and notify TMWA as soon as reasonably practicable of any apparent damage, missing items or incorrect products. Any requested reporting timeframe does not limit statutory rights under the Australian Consumer Law.
12.5 Where goods are lost or damaged in transit before delivery to the customer, TMWA will assess the circumstances and provide any remedy required under applicable law.

12.6 Where an order cannot be supplied within an agreed or otherwise reasonable timeframe, TMWA will notify the customer and provide any cancellation or refund rights required by applicable law.
12.7 Further information regarding freight quotations, delivery arrangements and reporting of transit damage is provided in TMWA's Shipping Policy available on its website.

13Authority to use vehicle
13.1 The provisions of this clause apply exclusively to vehicles presented to TMWA for workshop services and do not apply to online store purchases where no workshop services are provided.
13.2You agree to authorise us on the following:
(a) To allow our employees to do every act, matter, and thing that we consider desirable or necessary for us to provide with the Products and/ or services set out in the repair service order in respect of your vehicle, including but not limited to): (i) Entering the vehicle; and (ii) Test driving your vehicle (including driving your vehicle to another location outside of the premises).
(b) To sublet some or all the services and to deliver and collect the vehicle from the premises of any contractor to whom the services are sublet.

14.Force Majeure/Matters beyond our control
14.1We do not guarantee to carry out our services in whole, or in part, if we are prevented from doing so due to any circumstances beyond our reasonable control including, without limitation, as a result of any strike, war, cyber-attack, terrorist attack, trade dispute, fire, flood, tempest, theft, epidemic, pandemic, breakdown in machinery of any kind, disruption to electricity (or any other utility), or breakdown or disruption of any electronic communication support system
14.2 If we are affected by these circumstances, we will promptly notify you verbally or in writing.
14.3 You acknowledge and agree that when providing the services, the power supply in your vehicle may be temporarily interrupted. This may cause your audio system to lock and require an unlock code. We will take reasonable steps to prevent this from happening however it is usually outside of our control. The unlock code for your audio system is supplied by the manufacturer of your vehicle and you will be solely responsible for retrieving that code.
1Where circumstances beyond TMWA's reasonable control affect the supply or delivery of online store products, TMWA will notify the customer within a reasonable time and provide an updated estimated delivery timeframe where available.
14.5 Nothing in this clause excludes or restricts any right to cancellation, refund or other remedy available under the Australian Consumer Law.

15. Tuning and Performance Modifications
15.1 You acknowledge and agree that any tuning or performance modifications to your vehicle are performed at your own risk. While TMWA aims to enhance your vehicle's performance, the nature of tuning means that there are inherent risks, including but not limited to, increased wear and tear, engine damage, voiding of the vehicle manufacturer’s warranty, and non-compliance with roadworthiness or emission standards.

15.2. TMWA does not guarantee that tuning or performance modifications will preserve the manufacturer's warranty, original vehicle reliability or expected service life. Customers acknowledge that modifications may increase mechanical wear or affect vehicle performance.
15.3TMWA is not responsible for damage or deterioration arising from the inherent and properly disclosed risks of tuning or performance modifications, except to the extent that such damage or deterioration results from TMWA's failure to comply with its legal obligations.
15.4 Nothing in this clause excludes or restricts any consumer guarantee or other right that cannot lawfully be excluded under the Australian Consumer Law.

16. Privacy Policy
16.1 TMWA may collect personal information reasonably necessary to process online orders, arrange delivery, provide workshop services, manage payments, respond to enquiries and comply with applicable legal obligations.
16.2 Personal information may be disclosed to payment service providers, freight companies, suppliers, technology service providers and other parties where reasonably necessary to provide the requested goods or services, or as otherwise permitted or required by law.
16.3 TMWA will handle personal information in accordance with applicable privacy legislation and its published Privacy Policy.
16.4 Customers should refer to TMWA's website Privacy Policy for further information regarding the collection, use, disclosure and management of personal information.

17. Video Footage & Recordings
Customers are requested not to undertake audio or video recordings within TMWA's workshop or business premises without prior consent, except where recording is otherwise permitted by law. Nothing in this clause prevents conduct lawfully authorised under applicable legislation.

18. CCTV
18.1You acknowledge that TMWA has installed CCTV cameras at various locations in and around TMWA’s business premises. You agree to being video recorded as you enter, do business and leave our business premises. This includes video footage of your vehicle, yourself and any passengers. This video footage may be used to assess the condition of the vehicle upon presentation to TMWA.
18.2Any CCTV footage collected by TMWA will be managed in accordance with applicable legislation and TMWA's Privacy Policy.

19. Governing Law
19.1These terms and conditions are governed by the laws of Western Australia. Any disputes arising from these terms will be subject to the jurisdiction of the courts of Western Australia.
19.2 Nothing in this clause excludes any jurisdiction or statutory right available to a customer under applicable Australian consumer protection legislation.

20.General

20.1 We may subcontract some or all of the Services and/or the supply and installation of Parts to third parties where deemed appropriate by TMWA.

20.2 TMWA may amend these Terms and Conditions from time to time. Any amendments will apply prospectively to orders placed after the amended terms take effect, unless otherwise agreed or permitted by law. The terms applicable to an accepted order will not be unilaterally varied to the customer's detriment without a lawful basis.

20.3 A term or part of a term contained in these Terms and Conditions that is illegal or unenforceable may be severed from the terms and the remaining terms or parts of the terms continue in force.

20.4 The Returns and Refunds Policy and Shipping Policy published on TMWA's website form part of the contractual terms applicable to online purchases to the extent they are incorporated into the contract at the time of purchase. Where there is any inconsistency between these policies and a mandatory requirement of the Australian Consumer Law, the applicable statutory requirement prevails.

20.5 These Terms and Conditions, together with any applicable accepted quotation, service repair order, online order confirmation and incorporated website policies, constitute the agreement between TMWA and the customer concerning the relevant transaction, except for any rights or obligations that cannot lawfully be excluded.