

Repair Terms and Conditions of PDR-Team Inc

(hereinafter referred to as Contractor)

I. Applicability

1. These General Repair Terms apply to all services, offers, and contracts between the Contractor and the Client. They also apply to future services, even if not specifically mentioned again.
2. The Client's or any third party's terms do not apply, even if not explicitly rejected by the Contractor.

II. Price Information & Cost Estimates

1. The Contractor may list estimated prices for the work on the order form, referencing price catalogs when needed.
2. If the Client requests a fixed price, a written cost estimate will be provided, valid for three weeks. Any fees for creating the estimate will be credited if the work is ordered.
3. Sales tax will be included in the order form and cost estimate.

III. Completion of Work

1. The Contractor will meet agreed deadlines. If delays occur due to expanded work, the Contractor will provide a new completion date.
2. If the Contractor misses a deadline by over 24 hours, they must provide the Client with a replacement vehicle or cover 80% of the cost for a rental. The Contractor is not liable for delays caused by accidents, external factors, or force majeure.
3. The Client must make their vehicle available on time.

IV. Acceptance of Work

1. The Client must pick up the vehicle from the Contractor's facility.
2. The Client should collect the vehicle within one week of being notified the work is done, or two business days if the work is completed in one day.
3. If the Client delays pickup, storage fees may apply.

V. Invoicing

1. The invoice will list all tasks, parts, and services provided. Any pickup or delivery services will be charged separately.
2. If based on a cost estimate, the final invoice may reference the estimate.
3. Sales tax is paid by the Client.
4. Invoice corrections or objections must be made within six weeks of receipt.
5. If the Client terminates the contract early, the Contractor may charge 15% of the agreed payment if work hasn't started, or 80% if work has begun.

VI. Payment

1. Payment is due upon acceptance of the vehicle or within one week of notification of completion.
2. The Client can only offset claims that are undisputed or legally binding. The Contractor may request advance payment.

VII. Contractor's Right to Retain the Vehicle

The Contractor has the right to hold the vehicle until full payment is made for any unpaid services.

VIII. Warranty for Defects

1. The Contractor offers a lifetime warranty on the panels they worked on.
2. For warranty repairs at another shop, the Client must get prior approval from the Contractor.
3. Warranty claims for replaced parts last until the original warranty expires.

IX. Liability

1. The Contractor is only liable for minor negligence if it involves essential obligations, and then only for typical foreseeable damages.
2. The Contractor is not liable for loss of money or valuables not left in their custody.
3. The Contractor's liability does not cover injuries or damages covered by insurance, unless caused intentionally or by gross negligence.

X. Retention of Title

The Contractor retains ownership of any parts installed until full payment is made.

XI. Final Provisions

All obligations under the contract are fulfilled at the Contractor's location, which is also the jurisdiction for any disputes.