



This agreement is between **Chip Tuning ABN 16159693875** (referred to as “**Tuner**”) and you (referred to as the “**Vehicle Owner**” or “**Vehicle Owner’s representative**” whichever is applicable).

SECTION 1: Vehicle Owner’s / Representative Release and Acknowledgement

1. I _____ of _____ (address)

the Owner or Representative of motor vehicle (Write: Make, Model Year Rego No)

_____ (the “**Vehicle**”), have provided the Vehicle to the Tuner and have requested that the Tuner use whatever technology necessary for the purpose of tuning, modifying or otherwise altering the Vehicle’s engine control unit (“**Tune**”, “**Tuning**” or “**Tuned**”).

2. I understand that in order to Tune the Vehicle, the Tuner may, amongst other things:

- a. place the Vehicle onto a vehicle hoist to inspect and test the Vehicle’s components; and/or
- b. test drive the Vehicle and/or dyno the Vehicle.

3. I understand, acknowledge, agree and warrant that:

- a. the Vehicle(s) with a modified or Tuned engine control unit (ECU) is prohibited from being driven on public roads and if this is the case in my State or Territory the Tuner has informed me of this;
 - b. following the modification or Tuning of the Vehicle, if it is prohibited in my State or Territory, I will not drive the Vehicle on a public road;
 - c. the inspection, testing, modification and Tuning of the Vehicle involves both known and unknown risks;
4. I understand and accept the personal and/or property risks and I indemnify, forever discharge and voluntarily release the Tuner (including its employees, contractors, agents, affiliates, and suppliers), against liability, claims, costs, losses, fines, demands and proceedings (**except to the extent that it is caused directly by their negligence**) arising out of or in connection with the inspection, testing, modification or Tuning of the Vehicle.

SECTION 2: Tuner – Limitation of Liability and Disclaimers

In this section “**we**”, “**our**”, or “**us**” refers to the Tuner, and “**you**” refers to the Vehicle Owner.

1. **ACL:** Certain legislation including the Australian Consumer Law (“**ACL**”) in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of goods and services by us to you which cannot be excluded, restricted or modified (“**Statutory Rights**”).

2. **Exclusions:** Our liability is governed solely by the ACL. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights. Except for your Statutory Rights, all goods and services are provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

3. **Services:** If you are a consumer as defined in the ACL, the following applies to you: “*We guarantee that the services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the services for or for a result which you have told us you wish the services to achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our services is limited to us re-supplying the services to you, or, at our option, us refunding to you the amount you have paid us for the services to which your claim relates*”.

4. **Delay:** Where the provision of a good or service depends on your information or response, we have no liability for a failure to provide you with the goods or services in the estimated period, which is affected by your delay in response, incomplete or incorrect information.

5. **Liability:** To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees, warranties and terms relating to the goods or services and this agreement, except those set out in this agreement, including but not limited to:

- implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in any of our terms;
- our goods or services being unavailable; and
- any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, or otherwise, suffered by you or claims made against you, arising out of or in connection with the service(s) provided or the modification of the Vehicle inability to access the goods or services, and the late supply of goods or services, even if we were expressly advised of the likelihood of such loss or damage.

6. **Claims:**

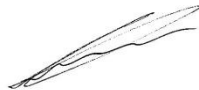
- in the event that any legal / lawful demands by any government agency to return the Vehicle back to factory standard condition, placed on you or the Tuner, the cost of returning the Vehicle to standard condition we will be paid in full by the Vehicle owner in advance; and
- any penalties incurred by the Tuner whereby the Vehicle is driven on the road and not used "off road" will be paid by the Vehicle owner.

7. **Limitation:** Notwithstanding the above, our total liability arising out of or in connection with our goods or services, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed one hundred dollars (AUD\$100) and the Vehicle owner warrants this.

8. **Governing law:** This agreement is governed by the laws of New South Wales and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts operating in NSW.

9. **Survival of terms:** The terms of this agreement will survive the completion of the inspection, testing, modification or Tuning of the Vehicle.

Executed as an agreement



Signature of Tuner's representative

Date

7/09/2018

I warrant that:

- ***I am 18 years of age or older;***
- ***I hold a valid Driver's Licence;***
- ***If necessary, I have provided the Tuner with my Driver's Licence;***
- ***If necessary, I have provided the Tuner with any required registration documents regarding the Vehicle;***
- ***The vehicle is used for Off Road Use Only and will not be driven on a public road at any time;***
- ***I am the owner/representative of the legal owner of the Vehicle that has been provided to the Tuner for Inspection, Testing, Modification and Tuning.***

I acknowledge that upon signing this agreement, I understand and accept all the terms and conditions contained herein.

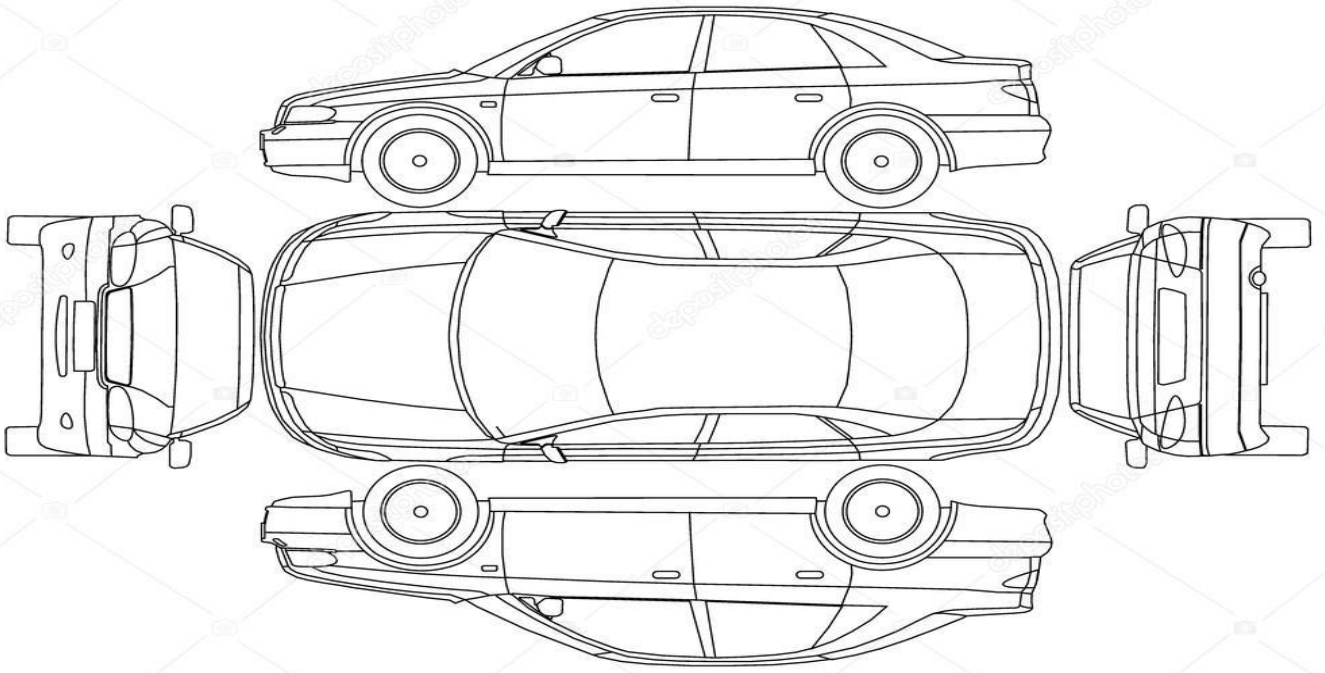
Name of Vehicle Owner/Representative _____

Signature of Vehicle Owner/Representative _____

Date

7/09/2018

Condition report



Owner