



# TrooberPRIME

SCRATCH, DENT AND SCUFF POLICY

## Scratch, Dent & Scuff Terms & Conditions

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# Terms & Conditions: Standard Vehicles

It is with great pleasure that **Troober** (ABN 28 956 145 756) supplies your Scratch & Dent repair & membership services

Within this document are Troober's General Terms & Conditions, including:

## **PART A - GLOSSARY OF TERMS**

This section will set out the glossary of terms to be used in this document.

## **PART B - GENERAL TERMS**

This section will set out the general terms and conditions relating to your Troober membership agreement and the repair services provided under your membership agreement.

## **PART C - YOUR MEMBERSHIP**

This section will set out the terms and conditions related to your Troober membership agreement.

## PART D - REPAIRS

This section will set out the process of requesting repairs for your vehicle as well as the terms and conditions related to repairs.

## PART E – MINOR COSMETIC REPAIRS TABLE

This section will set out a minor cosmetic repairs table.

Please do not hesitate to [contact Troober](#) if you have any further questions about the information provided in this document.

# PART A: GLOSSARY OF TERMS

**Administration Fee** – a fee of \$35 or such other revised administration fee as may be notified by Troober from time to time which is payable by you in the event that you cancel your Membership under clause 11.3.

**Annual Membership** - means a Membership Program that has a term of twelve (12) Months.

**Annual Fee** - the fee payable for an Annual Membership.

**Authorised Dealer** – a registered motor car dealer approved of by Troober or Dealer Aftersales and authorised to enter your details and the details of your Vehicle into the Troober Prime Sales Portal.

**Authorised Person** – a person acting on behalf of and with the approval of an Authorised Dealer and subject to Troober’s prior approval of that person.

**Approved Inspector** – an auto repairer who Troober appoints to inspect your Vehicle to assess if the Vehicle qualifies for a particular Membership Program. - And /or Accepts application video.

**End Date** – the last date of the Term of a Membership.

**General Terms and Conditions** – this document comprising of all its sections, including any updates that may be published by Troober from time to time on the Troober website or otherwise communicated to you.

**GST** – any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights.

**Membership** – the contractual rights and obligations between you and Troober as set out in this document under Part C – Your Membership.

**Membership Benefits** – the benefits of a Troober membership, as seen in Part C – Your Membership.

**Membership Fee** – the payment you make in respect of your Membership for your Nominated Vehicle during the relevant Term, which may be on first joining a Membership Program and/or on renewal of your Membership for a further Term.

**Membership Program** – the range of repair services including any features or benefits designated as being available for your Nominated Vehicle under any particular Membership Program subject to any rules conditions or constraints related to that Membership Program.

**Membership Program Schedule** – the schedule to your Membership Program settling out the particular details of your Membership.

**Minor Cosmetic Repair** – the repairs available under a particular Membership Program which may include any of the repair types listed in PART E – Exclusions, or additional or alternative repairs as specified by Troober from time to time where each service described below relates to an individual repair.

**Month** - a calendar month.

**Monthly Fee** - the fee payable for a Monthly Membership.

**Monthly Membership** - a Membership Program that has a term of one (1) Month that automatically renews for successive one (1) Month terms subject to these General Terms and Conditions.

**Nominated Vehicle** – the Vehicle you nominate for a Membership Program, as set out in the Membership Program Schedule.

**Pre-Qualified/Pre-Qualification** – the inspection of your Vehicle by an Approved Troober Inspector where inspection of your Vehicle is a condition of acceptance into a particular Membership Program or sending required videos or photo of the vehicle to Troober.

**Privacy Policy** – the privacy policy published on Troober’s website, as amended from time to time.

**Repair Contract** – a contract for particular repair services which is formed as set out in clause 3.1 of Part D – Repairs, and which comprises the terms of Part D – Repairs and the relevant Repair Quote.

**Repair Quote** – a quote for repairs in accordance with the procedures set out in this booklet under the heading Part D – Repairs.

**Repair Fee** – the fee payable by you under the Repair Contract for repair work or services quoted and performed at your request on any Vehicle.

**Troober Sales Portal** – the online gateway for registering your details as a new Member and the details of your vehicle as Nominated Vehicles into a particular Membership Program.

**Troober Prime Membership Program** – the Membership Program that is described in this document in Part C – Your Membership, as applicable to your Membership Program identified in your Membership Program Schedule.

**Service Area** – the geographic area in which repairs to the Nominated Vehicle under your particular Membership Program may be performed. Unless otherwise agreed by Troober the Service Area is limited to your postcode address within Perth Metro Area.

**Start Date** – the commencement date of the Term of a Membership Program.

**Suitable Work Space** – a work space on private property (such as a privately owned driveway or car park) within the Service Area that you are expressly authorised and permitted to use for a Troober technician to perform a repair on the Nominated Vehicle. The workspace must provide a minimum of two (2) metres clearance around the Vehicle and access to electricity within twenty-five (25) metres from the Vehicle. Public roadways and underground car parks do not constitute a suitable workspace. You may also choose the option to use our fixed premises for repairs.

**Standard Vehicle** – a light motor vehicle with a gross vehicle mass not exceeding 3,500 kg that is used solely for personal, social, domestic, and business purposes (e.g. for journeys from your home to or from your permanent place of work). Expressly excludes:

- a) vehicles used as taxis, rideshare, car rental and hire, tour services, courier work or to transport tools of a trade; and
- b) “super cars” including Lamborghini, Ferrari, Maserati, Aston Martin, Rolls Royce, McLaren, Bentley, Bugatti, Porsche (other than Porsche SUVs), and any other vehicle make designated as such by Troober in its absolute discretion, irrespective of the use of the vehicle.

**Term** – the period starting on the Start Date and ending on the End Date set out in the Membership Program Schedule. “Term” also refers to each successive period your Nominated Vehicle’s Membership of a Membership Program is renewed.

**Waiting Period** – a period of ninety (90) days for Troober Membership Program (Monthly), or forty five (45) days from the Start Date of 1-5 year memberships unless some other period is set out in the Membership Program Schedule, and during which period you cannot request repair services from Troober.

## PART B: GENERAL TERMS

### 1. Making changes to these General Terms

1.1. Troober may from time to time make changes to the General Terms within this document in accordance with the following provisions:

1.1.1. Changes may relate to the character nature or extent of Membership benefits under your particular Membership Program;

1.1.2. Changes may relate to the type, range, description, specifications of repairs or other services and indicative or actual prices for repairs;

1.1.3. Changes may relate to any provision of the Troober Membership Agreement or the Repair Contract or contracting procedures.

1.2. Troober will strive to ensure any changes Troober makes will serve to your Membership Benefits and/or Troober's service offering, including efforts to expand services, introduce new technologies, maintain competitive pricing.

1.3. Changes as they apply to your Membership Program for your Nominated Vehicle may be made by giving you prior notice of the changes by publication of such changes on the Troober website and/or by publishing or issuing to you a new document setting out the General Terms.

1.4. Changes to the General Terms shall take effect seven (7) days after the date of publication of the changes on the Troober website.

1.5. You will also be deemed to have accepted changes to the General Terms if you request a repair service under your Membership Program after the date of publication of the changes on the Troober website.

### 2. Definitions, Interpretation and Governing Law

2.1. In these General Terms, capitalised terms and expressions have the meaning given to them in Part A - Glossary of Terms.

2.2. These General Terms are separated into four parts. A reference to a numbered clause is a reference to that clause number within the same part of these General Terms, unless otherwise specified.

2.3. Headings in this document are for convenience only and do not affect the meaning or interpretation of any provisions of these General Terms.

2.4. Each provision of these General Terms can be separated. If any provision is invalid or unenforceable it may read down, modified or deleted as required to give effect to the General Terms.

2.5. These General Terms shall be governed by and construed in accordance with the laws of the State of Western Australia and the Commonwealth of Australia and any claim made by one party against the other arising out of these General Terms and Conditions will be heard in Western Australia and the parties submit to the exclusive jurisdiction of those Courts.

## PART C: YOUR MEMBERSHIP

### 1. Membership Benefits

1.1. Your Troober Membership entitles you to the Membership Benefits relating to your particular Membership Program subject to you also complying with your obligations under this Membership Agreement.

1.2. As a Member you will enjoy the following benefits in relation to your Nominated Vehicle as well as the Work and Family benefits set out in clause 2 of this Membership Agreement:

1.2.1. The speed and efficiency of Troober's processes giving priority attention to Member repair requests thereby eliminating the time cost and inconvenience of taking your Vehicle to a repair shop for a quote or repair; we may give the opportunity to use our fixed sites if you wish.

1.2.2. Exclusive access to and use of Troober's repair request procedures:

- (a) Online via the Members' page on the Troober website;
- (b) Online via the Troober mobile application; or via
- (c) The Troober email [info@troober.com.au](mailto:info@troober.com.au)

1.2.3. The convenience of having a qualified Troober approved repair technician in a fully equipped mobile repair facility come to you at your location within the Service Area to evaluate your repair requirements and if you accept the Repair Quote in many cases immediately perform Minor Cosmetic Repairs;

1.2.4. Unlimited requests on the number of times you can request Repairs on a new vehicle with no existing damage - Quotes for Minor Cosmetic Repairs, as per repair table. - We may at Troobers discretion perform existing damage repairs under a membership program.

1.2.5. Unlimited Requests on the number of times you can have Minor Cosmetic Repairs performed subject to you accepting Repair Quotes.

1.2.6. In addition to your rights under the Australian Consumer Law, we provide a warranty for repair work we perform.

1.2.7. Troober's free inspection and appraisal service in relation to repairs that are not Minor Cosmetic Repairs; we will also provide you with complimentary pre-sale repair quotations.

1.2.8. General car care advice and tips on the Troober web site to maintain the cosmetic appearance and condition of your Vehicle;

1.2.9. Other Membership benefits from time to time including third party discounts published on Troober's website.

### 2. Other Work and Benefits

If requested by you, Troober may in its discretion provide quotations for other repair work on Vehicles owned by you or by a family member that are not your Nominated

Vehicle and not included under the Membership Program. If this service is offered by Troober in connection with your Nominated Vehicle's Membership Program it will be stated in your Membership Program Schedule as "Family Benefits" and the following will apply:

Troober will also offer you a "Complimentary" free quote on your vehicle as pre-sale option before selling your vehicle.

2.1. Troober will not be under any obligation to quote on the work or to carry out the work unless you first accept the quote and you and your family member will not be under any obligation to accept the quote.

2.2. If Troober agrees to provide a Repair Quote to you, and you accept that quote, the work performed will be undertaken pursuant to the Repair Contract. Your liability to pay the Repair Fee will arise under the Repair Contract, being a service contract based in part on the Repair Quote.

2.3. If Troober agrees to provide a Repair Quote you can have reasonable expectations that the quote will be calculated using a discounted rate than that used when Troober offer quotes for non-members.

2.4 Members will also at Troobers discretion get the opportunity for additional savings on automotive extras.

### **3. Nature of Membership Agreement**

3.1. Troober's obligations to you under this agreement are limited to delivering the Membership Benefits and if you want to access Troober's repair services you may only do so in accordance with the procedures set out in Part D - Repairs.

3.2. Troober is not obliged or required by virtue of your Membership Agreement to indemnify you or any person against or compensate you for any loss or damage to your Vehicle occasioned as a consequence of any event or to rectify or repair such damage.

3.3. Your Membership Agreement is not intended to substitute for your normal motor vehicle insurance policy and it is not suitable for the purposes of managing the financial risk associated with damage being occasioned to your Vehicle or financial loss associated with such damage.

3.4. Your Membership Agreement does not confer upon or otherwise give you any rights or entitlements as a shareholder of Troober or as a member of any company association or organisation.

### **4. When your Membership starts**

4.1. Your Membership starts on the date set out in your Membership Program subject to the following:

4.1.1. receipt of payment of the Membership Fee;

4.1.2. You providing accurate details about you and your Vehicle so that Troober can register your Vehicle as a Nominated Vehicle;

4.1.3. Troober reserves the right to reject any Vehicle for registration without giving any reason for doing so; and



4.1.4. if Troober rejects your Vehicle, Troober will return your Membership Fee without deduction, and you will not be registered for nor receive any benefits from the Membership Program.

## 5. Membership Fees

5.1. You must pay the Membership Fee when applying for the selected Membership Program.

5.2. Acceptance of your Vehicle as a Nominated Vehicle for membership in the selected Membership Program is subject to Pre-Qualification if specified in the Membership Program Schedule. If your Vehicle is subject to Pre-Qualification:

5.2.1. Troober may require an inspection of your Vehicle by an Approved Inspector to ascertain its condition; Troober may also allow a high quality video to be send as a pre-qualification.

5.2.2. The Approved Inspector's decision whether Troober will accept your Vehicle for registration as a Nominated Vehicle is final;

5.2.3. If your Vehicle is not accepted for a particular Membership Program, Troober will refund your Membership Fee.

## 6. Membership Renewals

6.1. Memberships can be renewed. Any additional period of Membership will be offered at the discretion of the dealer at its then-current pricing, and will be subject to Troober's approval (including Pre-Qualification of your Nominated Vehicle). If you purchase an additional Membership prior to the expiry of your existing Membership, then no Waiting Period will apply. Otherwise, your new Membership will be subject to the applicable Waiting Period.

6.2. If you hold a Troober 12 Membership which is an annual Membership, your Membership Program for your Nominated Vehicle will be automatically renewed for a further Term (of twelve (12) Months) subject to the following:

6.2.1. You will be sent an invoice for the Membership Fee applicable for the new term and your credit card will be charged that Membership Fee prior to the End Date;

6.2.2. If your credit card payment fails to clear when charged, then your Membership will lapse without further notice and your Nominated Vehicle may be excluded from any future participation under any Membership Program;

6.2.3. You can cancel your Membership renewal at any time by giving Troober thirty (30) days' prior written notice, on the condition that you pay any money outstanding to Troober for Repair Fees. For clarity, you will not be entitled to a refund of any fees that you have already paid in respect of your Membership.

6.3. If you hold a Troober 1 Membership which is a Monthly Membership, your Membership Program for your Nominated Vehicle will be automatically renewed for a further Term (of one (1) Month) subject to the following:

6.3.1. You will be sent an invoice for the Membership Fee applicable for the new term and your credit card will be charged that Membership Fee prior to the End Date;

6.3.2. If your credit card payment fails to clear when charged, then your Membership will lapse without further notice and your Nominated Vehicle may be excluded from any future participation under any Membership Program; and

6.3.3. You can cancel your Membership at any time by giving Troober thirty (30) days' prior written notice, on the condition that you pay any money outstanding to Troober for Repair Fees. For clarity, you will not be entitled to a refund of any fees that you have already paid in respect of your Membership.

6.4. If your Troober 12 Membership lapses due to a failed credit card payment, you may request that Troober reinstate your Membership provided that less than four (4) weeks has elapsed following the End Date. Troober may, at its sole discretion and subject to further Pre-Qualification of your Nominated Vehicle, reinstate and renew your Membership. The Waiting Period will apply to any repairs under your new Membership and you will be required to pay Membership Fees at the applicable current rate.

6.5. Despite the foregoing, Troober may decide not to automatically renew your Troober 12 Membership in its discretion, for example, if the service is being discontinued. Troober will first notify you and advise you of any alternative Membership options available to you, before your Membership ends.

## 7. Conditions of Membership

7.1. The following conditions apply to your Membership in order to preserve the high quality of Troober's cosmetic repair services and Troober's reputation and standing for delivering high quality cosmetic repairs:

7.1.2. If you apply for the Troober Membership Program, the Nominated Vehicle must either be new or if it is used it must have been no more than 8 years since initial registration of the Nominated Vehicle and must not have sustained any damage existing prior to the commencement of this Membership Agreement.

7.2. You agree to provide complete and accurate information about yourself and your Vehicle to any Authorised Person for entry into the Troober Sales Portal or mobile application for the acceptance of your Vehicle into a Membership Program.

7.3. If any information you have provided about your Vehicle proves to be incomplete or inaccurate Troober may do as follows:

7.3.1. End this agreement (in which case all Troober's obligations under this agreement will cease); and

7.3.2. Refuse to provide any Repair Quotes or enter into any Repair Contracts.

7.3.3 Troober reserves the right to refuse future claims if the membership has been abused.

## 8. Confirmation of Agreement

By supplying any information or materials to register your Nominated Vehicle for a Membership Program you confirm that you have read understood and agreed to all provisions in each of the sections of this document

## 9. Transfer of Membership

9.1. Replacement Vehicle: If you sell or transfer your Nominated Vehicle, Troober may in its absolute discretion agree to transfer the benefits of the Membership Program once to another Nominated Vehicle, provided that the replacement Nominated Vehicle is not older than the original Nominated Vehicle. The replacement Nominated Vehicle will be subject to Pre-Qualification. Troober will not permit more than one transfer for any Membership.

9.2. Transfer of Ownership: Your Membership is personal to you and it cannot be transferred to any other person. The Membership benefits apply to your Nominated Vehicle only for so long as you are the registered owner. Your Membership will automatically come to an end if you sell or transfer the Nominated Vehicle. Troober may in its absolute discretion agree to transfer the benefits of the Membership for the balance of any Term to the new owner of the Nominated Vehicle if the new owner makes an application to Troober under the Membership Program and pays Troober a transfer fee (as specified by Troober).

## 10. Information and Privacy

10.1. Troober's Privacy Policy governs how Troober collects, uses, shares and stores your personal information. You agree that we may access, store and use any information that you provide in accordance with the terms of Troober's Privacy Policy.

10.2. You consent to providing the information about you and your Vehicle to the Authorised Person for the purpose of entering that information into the Troober Sales Portal to apply to have your Vehicle accepted by Troober as a Nominated Vehicle for the Membership Program you select.

10.3. For training and quality purposes your phone calls to Troober may be monitored and recorded.

10.4. Troober will provide you with access to and the ability to correct your personal information held by Troober on request by you.

## 11. Cancellation of this agreement by you

11.1. Subject to clause 11.2:

11.1.1. Where you hold a Membership within the first (7) days after the Start Date; or

11.1.2. during the Waiting Period,

you may cancel your Membership and request a full refund of your Membership Fee, if you notify Troober in writing of your cancellation prior to the expiry of the Waiting Period, in which case this Membership Agreement will come to an end when Troober accepts your cancellation, and Troober will refund your Membership Fee to you.

11.2. Notwithstanding clause 11.1, you will not receive a refund of your Membership Fee if you cancel your Membership during the Waiting Period and a Repair Contract was entered into in respect of your Nominated Vehicle prior to the expiration of the Waiting Period.

11.3. You may request to cancel any kind of Membership immediately by sending a written notice along with proof of the purchase of your Membership (clearly showing the purchase price paid) to [info@troober.com.au](mailto:info@troober.com.au)

11.3.1. The price of minor repairs under clause 2.1 of Part C is increased by Troober by more than 50% over your current Membership Term;

11.3.2. two or more categories of Minor Cosmetic Repair which were included at the time you paid your Membership Fee for the current Term, are removed under clause 2.1 of Part C (and no additional repair types are added); or

11.3.3. Troober modifies the terms of this Membership Agreement unfairly and in such a way as to cause you a material adverse impact, such as a substantial reduction in the value of your Membership, without providing any corresponding benefit.

11.4. If you make a request under clause 11.3 we will confirm within 14 days whether your request has been approved. If your request is approved, then subject to you paying the Administration Fee, Troober will issue you with a pro-rata refund of your paid-up Membership Fee for the current term (being the proportion of your Membership Fee which represents the unexpired portion of the Term of your Membership calculated from the day after cancellation).

## 12. Cancellation of this agreement by Troober

12.1. Troober may suspend all entitlements under any Membership Program for your Nominated Vehicle and may refuse to provide Repair Quotes for so long as you owe any money to Troober.

12.2. Troober may end its Membership Agreement by written notice to take effect immediately on the date of the notice:

12.2.1. If you fail to make payment of Repair Fees or decline to make such payment within seven (7) days of a demand;

12.2.2. If you owe any other money to Troober for more than thirty (30) days;

12.2.3. If any information you provide about you or your Nominated Vehicle is inaccurate or untrue;

12.2.4. If Troober believes, in its absolute discretion, you (or your representative) are acting in a threatening or abusive manner.

12.3. If Troober ends the Membership Agreement, all obligations and liabilities of Troober to you under your Membership Program will end. You will not be entitled to any refund of Membership fees already paid. Troober may still recover any Repair Fees you owe under any Repair Contract.

## PART D: REPAIRS

The following terms of agreement apply each time you wish to use Troober's repair services under your Membership Program.

### 1. Requesting a Repair Quote

1.1. The Waiting Period under your Membership Program applies before you can request a Repair Quote for your Nominated Vehicle. 90 days monthly (Prime1) or 45 days under 1–5-year memberships. (Prime12-Prime60)

1.2. To request a Repair Quote you must first take a separate photo of each area of damage to your Nominated Vehicle for which you request a repair. You must then submit each photo to Troober app under "Troober Prime Members" by choosing your required repair. Together with your membership details related to your Nominated Vehicle. You may submit the photos and your membership details:

12.3.1. Through Troober's mobile application;

12.3.2. Through the Member's page of the Troober website; or

12.3.3. By calling the Troober phone number.

### 2. Troober's Assessment Process

2.1. Troober's pricing for repairs, including Minor Cosmetic Repairs, is not fixed and may vary from time to time. Troober may also change its definition of, or specifications for, Minor Cosmetic Repairs. All repairs are subject to assessment and quote by a Troober technician either through the app or in person before a Repair Contract is made.

2.2. Troober may decline to provide a Repair Quote or perform repairs for any reason. For example, without limitation, if a Troober technician is of the opinion that the repair is not a Minor Cosmetic Repair or if there is structural damage to your Vehicle or if you are in breach of your Membership Agreement, Troober may decline to provide a Repair Quote or perform a repair.

2.3. Subject to clauses 2.1 and 2.2, Troober will assess each request for a repair on its merits and decide if it is able to provide a Repair Quote for your consideration. The decision by Troober on whether to provide a Repair Quote is in its absolute discretion and final.

2.4. Repair Quotes provided by Troober for Minor Cosmetic Repairs will reflect the current pricing and specifications published on the Member's page on Troober's website as at the date of your request.

2.5. At Troober's sole discretion, Troober may provide a Repair Quote for repairs other than Minor Cosmetic Repairs. Depending on the circumstances, Repair Quotes may be provided either by telephone or in person or within the mobile application or after an inspection by a Troober technician.

2.6. Troober will endeavour to process requests for Minor Cosmetic Repairs and perform those repairs within twenty one (21) days of receipt of your request for a Repair Quote (subject to you accepting any Repair Quote).

2.7. Troober's Repair Quote will comprise a statement of the repair work to be performed including setting out details of any Minor Cosmetic Repairs and the price to be charged as the Repair Fee for the repairs and any other details that Troober's technician considers appropriate. Troober may provide the Repair Quote (and you may accept it) verbally.

### **3. Repair Contract**

3.1. You must accept a Repair Quote and agree to pay the Repair Fee in the manner set out in clause 3.4 below for a Repair Contract to come into existence.

3.2. For the avoidance of doubt, Troober shall not be legally obliged to perform any repairs to any Vehicle unless you have first accepted a Repair Quote and a Repair Contract has been made.

3.3. Each Repair Contract arising from your acceptance of a Repair Quote is separate from and independent of any earlier Repair Contract and from your Membership agreement.

3.4. In order to accept a Repair Quote you must also agree to pay the Repair Fee in our mobile app or website by credit or debit card on completion of the agreed repair to Troober

### **4. Performing the Repair**

4.1. Subject to your acceptance of the Repair Quote, Troober or the Authorised representative will arrange with you a mutually agreed time at a Suitable Work Space within the Service Area between the hours of 8.00am and 4.00pm, Monday to Friday, to undertake any repair work required unless a specific time has been agreed between you or the repair technician. We may repair on weekends subject to technician availability)

4.2. Troober will ordinarily perform Minor Cosmetic Repairs on the same day that you request an inspection strictly on condition that your Nominated Vehicle is within the Service Area and there is a Suitable Work Space.

4.3. For the avoidance of doubt Troober is not obliged to perform any repairs unless your Nominated Vehicle is within the Service Area and there is a Suitable Work Space even if you have accepted a Repair Quote, you may be requested to take the vehicle to one of our authorised repair centres.

### **5. Warranties**

5.1. Australian Consumer Law – The benefits to you under clause 5.2 are in addition to the rights and remedies of the consumer under law in relation to the performance of repairs. Our 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) a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

5.2. Troober warranty – Troober and its service providers will warrant its workmanship to be free from defect or faulty workmanship for the period of your ownership of the Nominated Vehicle. Troober and its service providers will make good any defective or faulty workmanship if the defect or damage is attributable to faulty workmanship by Troober and its providers you are responsible for any costs associated with claiming this warranty. Our warranty is subject to clause 5.3.

5.3. Limitations on Troober warranties – Subject to any non-excludable rights which you may have under the Australian Consumer Law or any other contrary provision in consumer protection legislation the following provisions determine Troober’s liability under any warranty:

5.3.4. Troober keeps photographic and other records of our work performed and you agree that it may rely on those photographic and other records to determine the validity of any warranty claim by you in respect of the Nominated Vehicle.

5.3.5. Troober’s warranty does not cover:

- (a) Faulty workmanship performed by third parties;
- (b) any loss in value of the Nominated Vehicle, loss of your time, or vehicle use, or other consequential damage or loss as a result of any faulty workmanship;
- (c) any damage or deterioration in the general condition of the Nominated Vehicle as a result of normal aging or usage wear and tear or exposure to the elements; and
- (d) any damage or deterioration to any particular repair that we have made which is as a result of normal aging or usage wear and tear or through exposure to the elements or as a result of further damage being sustained to the repaired section of the Nominated Vehicle.

## PART E: MINOR COSMETIC REPAIRS TABLE

Repair type	Repair Description
<b>Bumper Bar Scratch or Scrape</b>	Repair one scratch or scrape up to 700mm in length and 20mm in width by reshaping, fine filling, flattening, base coat, color match, respraying and blending. (Excludes non-painted textured plastic bumper bars, metal bumper bars and any damage that has caused structural).
<b>Cosmetic Scratch and / or Dent on metal panels</b>	Repair a single scratch (not through clear coat) or dent with paint damage larger than 3mm and less than 70mm in diameter and 10mm in width on a vertical painted metal panel by flattening, fine filling, base coat, color match, respraying & blending. (Damage must be contained to one panel and excludes dents that have damaged the style line – refer Cosmetic Touch Ups for paint damage less than 3mm. (Expressly excludes bonnet, roof and boot lid.)
<b>Surface Scratches / Marks</b>	Repair surface scratches on up to 4 panels that have not cut through the clear coat using professional cutting compounds and process.
<b>Body Pressure Dents</b>	Repair one pressure dent up to 70mm in diameter on any flat panel where the paint has not been chipped or damaged. (Excludes dents on style lines and metal folds).
<b>Alloy Wheel Scrapes / Scuffs</b>	<p>Repair scratch or scrape on one alloy wheel by repairing damaged area, color match, respraying, and blending. Machine finished wheels may lose the fine machine lines. (Excludes Chrome &amp; High Polish finished wheels and deep gauges where in the opinion of Troober the integrity of the wheel is compromised).</p> <p>By electing to accept Troober repairs to your machine finished wheels, you acknowledge that our processes mean we are unable to replicate the machine finish and as such your wheels may lose the fine machine finish lines once repaired.</p>
<b>Side Mirror Scratch or Scrape</b>	Repair paint scratches or scuffs on side mirror casing by flattening, fine filling, color match & respraying. (Excludes chrome finished casings, lights and indicator lenses).



<b>Body Kit Scratch or Scrape</b>	Repair one Scratch or Scrape up to 700mm in length and 20mm in width on a plastic spoiler, side skirts and bumper strip by fine filling, flattening, base coat, color match, respraying & blending. Optional
<b>Cosmetic Touch Ups</b>	Cosmetically repair up to 20 stone chips up to 3 mm in diameter by color matching, filling, and sealing each chip to prevent corrosion. Damage will still be slightly visible. (Excludes stone chips on vehicles that have 3 layer pearl paintwork).
<b>Bumper Corners</b>	Repair one bumper corner, 500mm in length and 150 mm width by fine filling, flattening, base coat, color match, respraying & blending.
<b>Windscreen</b>	1 Stone Chip up to 20mm (5mm in Critical Vision Area)
<b>Headlight Restoration</b>	Restore faded or dull headlights, Cloudy or yellow.

*\* Repair Quotes provided by Troober for Minor Cosmetic Repairs will reflect the current pricing and specifications published on the member's page on Troober's website as at the date of your request.*

**Minor Cosmetic Repairs specifically exclude:**

- 1) Any damage that exceeds the size parameters as set out in the repair descriptions under the Cosmetic Repairs table in the Glossary
- 2) The replacement of damaged stickers and decals, specialised paintwork and body wraps
- 3) Non colour coded vehicle trims and mouldings. These include chrome and metal effect and textured plastic
- 4) Any replacement parts and trimmings
- 5) Repair of rust damage or hail damage
- 6) Structural damage, including without limitation structural damage to body work, trim, mirror casings and wheels
- 7) Work that is required to be performed in a workshop or under workshop conditions
- 8) any part of the Nominated Vehicle that has been changed from original equipment

manufacturer parts

- 9) damage to any area of the Nominated Vehicle which has
  - a. matte paintwork, or
  - b. illusion colour paintwork