SUPERB SCRATCH N' DENT MEMBERSHIP TERMS AND CONDITIONS

Thank you for choosing a Superb Scratch N' Dent membership (**Membership**) to help protect your Nominated Vehicle.

This membership is issued by Superb Car Care Club Pty Ltd (ACN 614 246 721) trading as Superb Scratch and Dent (**Superb**). Superb is a registered company that provides cost efficient cosmetic repairs to maintain the aesthetic appearance of your Nominated Vehicle.

1. Background

(a) These Terms & Conditions (**Terms**) sets out the terms and conditions of the Membership. We recommend that you read the Terms before acquiring a Membership. By acquiring a Membership, you will be taken to have agreed to the Terms and agree to be bound by them.

(b) The Membership does not give you any rights or entitlements as a shareholder of Superb or as a member of any company association or organisation.

(c) The Membership is not an insurance product or policy and does not manage your financial risk with respect to any damage to your Nominated Vehicle. It is not intended to be a substitute or equivalent to any motor vehicle insurance or accident policy.

(d) We have approved dealers and re-sellers to distribute the Membership on our behalf (**Dealers**). The Dealers are authorised to issue and deal in the Membership. However the Dealers are not authorised to bind us or make representations on our behalf.

2. Membership

2.1 Membership Benefits

(a) The Membership will provide you with access to our repair services in respect of Permitted Repairs to your Nominated Vehicle in accordance with these Terms.

(b) The repair services provide you with access to the following benefits:

(i) efficient and cost effect cosmetic repair service;

(ii) the assurance that the repair service is undertaken by a qualified industry professional repair technician;

(iii) door-to-door repair service in certain circumstances;

(iv) notification of discounts or deals through our website (mysuperb.com.au).

2.2 **Number of repairs**

There is no limit on the number of Repair Requests that you can make under the Membership.

2.3 **Eligibility**

(a) The Membership will only be available in respect of Nominated Vehicles which:

(i) are new and purchased from a Dealer; or

(ii) are second-hand, but less than 7 years old and approved by us under clause 2.3(b).

(b) We may inspect your Nominated Vehicle to determine whether it qualifies for Membership (**Pre-Qualification Inspection**).

(c) The Membership is not available to any Nominated Vehicle which is an Excluded Vehicle, and will immediately be terminated where any Nominated Vehicle becomes an Excluded Vehicle.

(d) We have complete discretion in deciding whether your Nominated Vehicle qualifies for Membership. Our decision is absolute and final.

2.4 **Fees**

(a) The Membership is provided in consideration of you paying us the Fee. The Fee must be paid to us in cleared funds on or before the Commencement Date.

(b) We may offer rebates and other promotions in relation to the Membership from time to time. These will be set out in the Membership Schedule.

2.5 **Membership Schedule**

(a) The Membership Schedule constitutes a record of your Membership and includes key details of your Membership including:

(i) the Commencement Date of your Membership;

(ii) the Term; and

(iii) the Termination Date of your Membership.

(b) The Membership can only be used in relation to the Nominated Vehicle set out in the Membership Schedule and is personal to the registered owner of the Nominated Vehicle as set out in the Membership Schedule. The Membership cannot be assigned to another person or Nominated Vehicle, unless we have provided our written consent. Our consent may be subject to you or the new owner paying any applicable transfer fees and complying with any conditions we prescribe, including undertaking a Pre-Qualification Inspection.

2.5 Renewal

(a) The Membership will expire on the last date of the Term set out in the Membership Schedule. Where you are eligible, it is your responsibility to renew the Membership before it expires.

(b) You may be eligible to apply to us to renew your Membership if before the expiry of the Term:

(i) you have paid the Fees applicable to the renewed Membership;

(ii) the further renewal period is for a period that is no greater than 5 years from the Commencement Date. For example, if the original term was for a period of 3 years, you could only renew for an additional 2 years; and

(iii) where required, we undertake a Pre-Qualified Inspection on the Nominated Vehicle.

(c) You may be eligible to apply to us to renew your Membership after the expiry of the Term. However we may impose conditions which you are required to satisfy before we determine whether to renew your Membership, including undertaking a Pre-Qualified Inspection.

(d) The decision of whether to renew your Membership will be made by us at our absolute discretion. We may refuse to renew the Membership without providing you with any reasons.

3 Termination

(a) The Membership will end on the last date of the Term, unless you cancel it earlier in accordance with these Terms.

(b) You have the right to cancel Membership if:

(i) within the cooling-off period (which is 21 days after the Commencement Date), you notify us, in which case we will provide you with a full refund of all Fees you have paid to us; or

(ii) at any other time, you notify us, in which case we will provide you with a pro-rata refund of the unused portion of the Fee (**Unused Fee**) less the greater of $250 or 50% of the Unused Fee. The unused portion will be calculated on a daily pro-rata basis.

(c) We may terminate your Membership by providing you with written notice if:

(i) you have provided us with incorrect or misleading information;

(ii) we determine that your Nominated Vehicle is an Excluded Vehicle and not eligible to Membership; or

(iii) you have acted in a way which infringes any ‘fair use’ guidelines which apply to our Membership under clause 4.2(c); or

(iv) you have acted in a way which is abusive, threatening or in a manner which may tend to bring us into disrepute,

and in such cases, you will be entitled to a pro-rata refund of the unused portion of the Unused Fee less the greater of $250 or 50% of the Unused Fee. The unused portion will be calculated on a daily pro-rata basis.

(d) Any refunds will be payable to you by the Dealer. We will not be directly responsible to you for any refunds.

4. Vehicle Repairs

4.1 Repairs Generally

(a) The Membership only covers Repair Requests which relate to Permitted Repairs on your Nominated Vehicle. Permitted Repairs are set out in the Repair Information Table. The Repair Information Table sets out repairs which are included in, and excluded from, the Membership.

(b) The determination of whether a repair is a Permitted Repair is made by us at our absolute discretion (acting reasonably). Our decision is absolute and final.

(c) If damage to your Nominated Vehicle:

(i) was caused by multiple incidents, then a separate Repair Request will be taken to have been made for each incident. A Fee Quote will be payable in relation to each Repair Request; and

(ii) is located in a section or panel of the Nominated Vehicle which contains repairs or damages which are not covered by the Membership, then notwithstanding anything else in these Terms, the damage will be taken to be excluded and not covered by the Membership even if it would otherwise qualify as a Permitted Repair.

4.2 Requesting Repairs

(a) You can make a Repair Request by complying with the following procedure:

(i) take a photo of the damaged area of your Nominated Vehicle and submit it to us for assessment; and

(ii) submit your Repair Request:

A. through our online/mobile application system (accessible at www.mysuperb.com.au);

B. by emailing us at info@mysuperb.com.au; or

C. by calling our hotline on 1300 008 188.

(b) We will endeavour to process your Repair Request within 14 business days after submission.

(c) You must not use the Membership, including by making Repair Requests:

(i) for the purpose (which may be primary or incidental) of avoiding, exploiting, gaming or otherwise manipulating:

A. any usage limits or restrictions that we may impose; or

B. any promotions or rebates offered by us from time to time;

(ii) for a purpose, or in a manner, which we reasonable consider to not be consistent with the intended ordinary use of the Membership,

and in these circumstances, we may terminate your Membership in accordance with clause 3(c).

4.3 Assessment of the Repairs and Repair Fees

(a) We will assess each Repair Request to determine whether it is a Permitted Repair. Our determination of whether the Repair Request constitutes a Permitted Repair is made by us at our absolute discretion and is final and binding.

(b) If the Repair Request is a Permitted Repair, we will provide you with a fixed fee cost to undertake the Repair Work (**Fee Quote**). If more than one Repair Requests is taken to be made in relation to any Repair Work (see clause 4.1(c)), the Fee Quote will be separately payable for each Repair Request. The Fee Quote is based on pricing guidelines we prescribe. However these pricing guidelines are subject to change from time to time at our absolute discretion, and may vary as between Memberships depending on the type of Membership held or other rebates or promotions offered in respect of a particular Membership, or class of Memberships.

(c) The Fee Quote will be valid for 30 days. You must accept the Fee Quote (whether in writing or verbally) and pay all amounts owing under it before we will undertake the Repair Work.

(d) If the Repair Request is not a Permitted Repair, it will not be covered by your Membership. However we may provide you with a quote to undertake the relevant repair works.

4.4 Performing the Repairs

(a) Upon acceptance of the Repair Quote, we will book a time and location with you to undertake the Repair Work. The Repair Work must be undertaken within the Service Area and during the Service Times.

(b) Where the Repair Work is undertaken at a private location (such as your residence), you must ensure that we have access to a Suitable Repair Area to undertake the Repair Work. We will not perform any Repair Work on a public road or anywhere which we deem to be dangerous or unsafe.

(c) Where we require that the Repair Work be undertaken at another location (i.e. a repair centre), you agree to deliver the Nominated Vehicle to the location we specify and comply with any other conditions we may prescribe.

(d) If you:

(i) fail to attend your booking at the time and location we prescribe; or

(ii) fail to deliver your Nominated Vehicle as we have instructed,

then you will be liable to pay us a cancellation fee of $49.95 to compensate us for our inconvenience and lost time.

(e) Superb has absolute discretion with respect to the method, manner and technique that is employed to perform any Repair Works.

4.5 Specific Repairs Excluded

In addition to the repairs listed in the "Excluded" column in the Repair Information Table, the following types of damage and repairs to your Nominated Vehicle are specifically excluded and are not included in the Membership:

(a) Structural damage (including cracks and other imperfections) to bodywork;

(b) Damage to mouldings that are not colour coded;

(c) Damage to chrome, metal effect or textured mouldings;

(d) Damage to body wraps, stickers or decals;

(e) Damage to any area that is matte, special effect or illusion coloured paintwork;

(f) Damage to the interior of a ute tub;

(g) Damage to replacement parts that are not genuine parts from the manufacturer of the Nominated Vehicle;

(h) Reapplications of any paint protection system on the Nominated Vehicle;

(i) Rust damage;

(j) Hail damage;

(k) Repairs exceeding the size limitations;

(l) Pre-Existing Damage; and

(m) Paint delamination.

5. Warranties & Indemnities

5.1 Superb Warranties

(a) We warrant to provide you with quality workmanship when performing the Repair Work, and will perform the Repair Work to your Nominated Vehicle with due care and skill. Where damage to your Nominated Vehicle is a direct result of our faulty workmanship, we will remedy any faulty or defective Repair Work. We are not obliged to repair any damage which is a result of the faulty workmanship of any third party.

(b) To the extent permitted by the Australian Consumer Law (being Schedule 2 to the *Competition and Consumer Act 2010* (Cth) ("**Consumer Law**"), we will only be liable to

you in relation to performing the Repair Work to your Nominated Vehicle to the extent expressly provided in these Terms, and we expressly exclude any other liability for any form of loss or damage incurred by you or any other party resulting directly or indirectly out of your Membership.

(c) Subject to any statutory provisions to the contrary and, if after completion of any Repair Work under these Terms by us, you consider that the Repair Work is defective in any way, as a result of an act or omission by us or our negligence, you must give us with written notice together with a description as to why the Repair Works are defective, within 7 days of completion of the Repair Works.

(d) Upon receipt of a notice in accordance with clause 5.1(c), subject to us being satisfied (acting reasonably) that the Repair Works are defective as a result of an act or omission by us or our negligence, we may in our absolute discretion elect to either:

(i) re-supply the defective Repair Work; or

(ii) provide you with a refund in respect of the defective Repair Work.

(e) Our maximum liability to you for any loss or damage incurred by you or any other party resulting directly or indirectly out of your Membership is limited to the amount you have paid to us under these Terms.

5.2 Your Warranties & Indemnities

(a) You warrant to provide us with a safe work environment and to safely remove any items that may restrict access to the Suitable Repair Area. You agree to indemnify us against any claim, loss or damages arising from your failure to provide a safe work environment.

(b) You acknowledge and agree that we are not liable to repair any damage to the Nominated Vehicle, or subsequent damage to any Repair Work we perform, where such damage has occurred as a result of wear and tear from normal use, further damage sustained to the repaired area or from exposure to the elements.

(c) You acknowledge and agree that the Repair Work performed by us is a cosmetic repair, and that we make no warranty or promise to provide the Repair Works to a standard which is equivalent to the original manufacturer or factory supplied quality. You acknowledge that repairs for stone chips, surface scratches and deep scrapes may still be slightly visible on your paint finish.

(d) We will use our best endeavours to have your Nominated Vehicle looking new again, but we do not guarantee an exact colour match, as the paint on your Nominated Vehicle may have faded over time.

6. Privacy Policy

(a) Your privacy is very important to us. We have designed our Privacy Policy to make important disclosures about how we collect, use and share your personal information. The Superb Privacy Policy is incorporated into these Terms. By accepting these Terms, you agree to the collection, use and sharing of your information in accordance with these Terms. You can also access our Privacy Policy on our website at mysuperb.com.au or by requesting a copy from us by emailing info@mysuperb.com.au.

(b) We collect the following types of information directly provided by you:

(i) your name and contact details (including your address, telephone number, postal address, email and other contact details) when you communicate with us, including when you register for a Membership or when you book a repair with us; and

(ii) the registration details for your Nominated Vehicle.

(c) We may also collect your personal information from third parties, such as from our Dealers or related entities.

(d) If you provide us with the personal information of another person, such as a family member or business partner, you warrant that you have done so with their consent and agree to make them aware of the contents of our Privacy Policy.

(e) If you choose not to provide your personal information to us, we may not be able to answer your enquiry or provide our membership or repair service to you.

(f) We use the information we receive from you:

(i) to provide our Membership services to you and to obtain payment for them.

(ii) to improve, test and monitor the effectiveness of our Membership services, and to develop new products, services and features.

(iii) for marketing purposes, which may include presenting you with offers relating to new products and services. However, you may opt out of receiving marketing or promotional information at any time by emailing us at info@mysuperb.com.au.

(g) You may update or correct your personal information held by us at any time by emailing us at info@mysuperb.com.au.

(h) We will not sell your personal information to third parties without your consent. However, we may share your personal information with our Dealers and entities that are legally a part of us or that become part of us.

(i) We may change or update this Privacy Policy from time to time and we will notify you if this happens by posting the updated Privacy Policy on our website at www.mysuperb.com.au/privacy-policy. It is your responsibility to check our website from time to time to determine whether we have changed or updated this Privacy Policy.

7. Complaints

(a) We welcome every opportunity to resolve any concerns or complaints that you may have with your Membership or the service provided by us or our Dealers.

(b) In the first instance, we encourage you to contact one of our customer service officers:

(i) by calling us on 1300 008 188; or

(ii) by emailing us at info@mysuperb.com.au,

to discuss your concerns, so that any issues can be identified and we can have the opportunity to resolve your concern.

8. Miscellaneous

8.1 Headings

The Headings are used to make these Terms easier to read and understand, and must be ignored in the interpretation of these Terms.

8.2 Joint & Several

An agreement, warranty, representation or obligation which binds or benefits two or more persons under these Terms binds or benefits those persons jointly and separately.

8.3 Successors and Assigns

A person includes the trustee, executor, administrator of that person. This clause must not be construed as permitting you to assign any right or obligation under these Terms to any other person.

8.4 Changes to Terms

We may change or modify these Terms at any time. If we amend these Terms, we will provide notice on our website of such changes. Your continued use of the Membership after the notice has been published will be deemed an acceptance by you of the updated Terms. If you disagree to be bound by the Terms, you must notify us of your intention to terminate your Membership.

8.5 Whole Agreement

These Terms contain the whole agreement between you and us relating to the Membership and supersede all previous agreements between you and us relating to this subject matter.

8.6 Severability

Any provision of these Terms which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction only, be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of these Terms which are self-sustaining and capable of separate enforcement without regard to the read down, or severed provision in that jurisdiction, are and will continue to be valid and enforceable in accordance with their terms.

8.7 No Reliance on Other Matters

You acknowledge that in agreeing to enter into a Membership with us that you have not relied on any representation, warranty or other assurance except for those set out in these Terms.

8.8 Governing Law and Jurisdiction

(a) These Terms are governed by and must be construed in accordance with the laws of New South Wales.

(b) You agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts, and you waive any right to object to proceedings being brought in those courts for any reason.

9. Definitions and Interpretation

9.1 Definitions

In these Terms, unless a contrary intention appears, the following words have the following meanings:

Commencement Date means the membership commencement date set out in the Membership Schedule

Excluded Vehicle means all or any of the following:

(a) a vehicle that is used in any shape or form, for all or any of the following uses:

(iii) as a taxi, Uber, rental, hire car or any other use relating to the carriage of passengers for a fee or some type of reward (whether monetary or not);

(iv) as a courier or to transport tools of trade or other tools for commercial work;

(v) in any public service capacity, including (but not limited to) as military vehicle, police vehicle or as an ambulance;

(vi) as a vehicle for driving instruction purposes;

(vii) in relation to any type of competition such as a rally, race, any type of track day, speed testing, pace making or reliability trials;

(viii) off-road; or

(ix) for any commercial purposes or trades services;

(b) any super car, which includes vehicles which are:

(i) manufactured by Lamborghini, Ferrari, Maserati, Aston Martin, Rolls Royce, McLaren, Bentley, Bugatti or Porsche (other than Porsche SUVs); or

(ii) any other vehicle designated as a super car by Superb from time to time in its absolute discretion.

(c) a motorcycle, scooter, quadbike, tricycle, moped, sidecar, trailer, boat, kit car, bus, coach, motorhome, stretch limousine, caravan or truck;

(d) any vehicle with a gross vehicle mass exceeding 3,500 kg;

(e) any vehicle with self-healing paint.

Fee means the membership fee set out in the Membership Schedule which is payable to us in consideration for your Membership.

Membership Schedule means the membership schedule setting out the details of your Membership as provided by us to you and which can be accessed via the Superb online portal.

Nominated Vehicle means the vehicle VIN, vehicle make, vehicle model, vehicle colour and vehicle year set out in the Membership Schedule and being your nominated vehicle in your application for a Superb Membership. It does not include any Excluded Vehicle.

Permitted Repairs means the cosmetic repairs set out in the inclusions section of the Repair Information Table and which are not otherwise excluded in the Repair Information Table or under these Terms.

Repair Information Table means the table at Annexure A of these Terms and titled “Repair Information Table”.

Repair Work means all repair work we undertake on your Nominated Vehicle which are covered by your Membership.

Service Area means the geographic area in which Repair Work to the Nominated Vehicle may be performed, limited to the geographic boundaries of your postcode if your postcode is within the greater metropolitan area of Sydney, Adelaide, Brisbane, Melbourne and Canberra. If your postcode is outside the greater metropolitan area, then the relevant Service Area is such other area as advised by Superb from time to time or as agreed between us.

Service Times means between the hours of 9:00am and 4:00pm on Monday to Friday, or such other times as advised by us from time to time.

Suitable Repair Area means a work area with a minimum clearance of two (2) metres around the Nominated Vehicle to perform the Repair Work with access to a source of electricity available within twenty-five (25) metres of the Nominated Vehicle, as determined by us in our absolute discretion.

Termination Date means the membership expiry set out in the Membership Schedule.

We / Us / Our / Superb means Superb Car Care Club Pty Ltd (ACN 614 246 721).

You means the person or entity specified in the Membership Schedule.

Annexure A

REPAIR INFORM ATION TABLE

REPAIR TYPE	INCLUSIONS	EXCLUSIONS
Alloy Wheels	One (1) alloy wheel scratch or scrape by repairing damaged area, colour match, respraying and blending.	Chrome finished or powder coated alloy wheels, or structural damage to alloy wheels. A maximum of two (2) repairs per machined alloy within the membership term, to retain the integrity and safety of the rim. By electing to accept Superb 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.
Body Kits	One (1) scratch or scrape up to 55cm in length on any painted side skirts or bumper	Scratches or scrapes longer than 55cm.
Bumper Bars	One (1) scratch or scrape up to 55cm in length.	Scratches or scrapes longer than 55cm. Scratches on lights, metal, chrome finishes, decals, lights or headlight covers, electrical or mechanical mechanism (e.g. reverse sensors, washer jets etc.). Excludes any incident where the bumper bar has cracked or suffered any structural damage.
Cosmetic Touch Ups	Up to twenty-five (25) stone chips up to 0.3cm in diameter. Brush touched to seal each chip to prevent corrosion.	Stone chips larger than 0.3cm in diameter. Stone chips on pearlescent or other special effect paint.

REPAIR TYPE	INCLUSIONS	EXCLUSIONS
Dents	One (1) pressure dent up to 6cm in diameter/length on any flat panel. Paint must not be damaged or chipped.	Dents larger than 6cm in diameter/length. Dents on style lines and metal folds, edges, corners or any part of the vehicle where there is not sufficient access to rear of panel. Repairs that cannot be performed by paintless dent removal. Excludes roof and roof turrets.
Deep Scratches / Dent	One (1) single scratch or dent with paint damage larger than 0.3cm and less than 6cm in diameter/length and less than 1cm in depth on a vertical painted metal panel.	Scratch or dent greater than 6cm in diameter/length or 1cm in depth. Scratches on non- vertical panels. Damage must encompass one panel and not extend to any adjacent panels. Excludes roof, roof turrets, bonnet, tailgate and rear boot lid. Excludes dents on style lines and metal folds, edges, corners, or any part of the vehicle where there is not sufficient access to rear of panel.
Scratches (Surface)	Surface scratches on up to five (5) panels that have not cut through the clear coat of paint. A buff and polish option is only offered.	Scratches where the clear coat has been compromised or suffered paint delamination. Where there is not sufficient clear coat to allow buffing.
Side Mirror Casing	Scratches or scrapes on one (1) side mirror casing.	Chrome finished coverings, lights or structural damage to side mirror casing.
Leather	Repair one tear or scratch in leather and vinyl seats and arm rests up to 8cm in length and 0.5cm in width. Scratch repairs on perforated seats may be still visible.	Excludes wear and tear parted seams, or damage to instrumentation panel, headliner, steering wheel, middle consoles, pedals, dashboard and plastic or leather gear shift. Scratch repairs on perforated seats may be still visible.

REPAIR TYPE	INCLUSIONS	EXCLUSIONS
Windscreen Stone Chip	Repair one (1) stone chip on the front windscreen. The maximum size of the whole stone chip (including all off shooting cracks) needs to be smaller than a 5cent coin (2cm in diameter).	Stone chips larger than a 5 cent coin (2cm in diameter) or stone chips that render the vehicle unroadworthy (damage affecting the primary vison area of the driver's). Further limitations include: A total of five or more previous repairs anywhere on the windscreen; cracks starting and finishing within 5cm from the edge of the windscreen; damage extending through more than the outer layer of glass and if there is notable delamination of the laminate bonding layer near the stone chip. Excludes stone chips in the solar glass area of the windscreen and Excludes stone chips that affect the Advanced driver-assistance systems (ADAS).