



SUBARU

Subaru Melbourne

1. Scope of Inspection

Our inspections are visual and non-mechanical. This means our inspectors will assess the vehicle's condition without removing any parts. After the inspection, you will receive a Safety Checklist ("Checklist").

Limitations of Inspection:

- a) **Latent Defects:** We are not responsible for hidden defects that were not visually apparent during the inspection.
- b) **Detection Methods:** While our inspectors use industry-standard methods for identifying faults, these methods may not reveal all potential issues.
- c) **Exhaustiveness of Checklist:** The Checklist identifies any faults found during the inspection, but it may not be a complete list of all potential problems. You should not rely solely on the Checklist to determine the vehicle's condition.
- d) **Time-Sensitive Assessment:** The Checklist reflects the vehicle's condition at the time of inspection. It's important to conduct your own inspection before purchase, as vehicle condition can change over time.
- e) **Age and Condition:** Consider the vehicle's age and overall condition when reviewing the Checklist.
- f) **Manufacturer Recalls:** We do not check for manufacturer recalls. You are responsible for verifying if the vehicle is subject to any recalls.
- g) **Factory Specifications:** We do not assess the vehicle's compliance with manufacturer specifications.
- h) **Roadworthy Certificate:** The Checklist is not a roadworthy certificate. Contact your state or territory's road transport authority for roadworthy certificate requirements.
- i) **Passing Road Inspections:** We cannot guarantee that the inspected vehicle will pass a future road authority inspection.

2. Your Responsibilities

- a) **Public Record Searches:** It's your responsibility to conduct searches of public records related to the vehicle. This may include verifying if the vehicle has a security interest, has been written off as a total loss, or has a fraudulent VIN or engine number.
- b) **Odometer Accuracy:** We do not verify the accuracy of the vehicle's odometer reading.

3. Disclaimer of Warranties

- a) To the extent permitted by law, we do not provide any warranties regarding the information contained in the Checklist, including its nature, reliability, accuracy, or completeness, or its suitability for any specific purpose.
- b) These Terms do not exclude, restrict or modify any right or remedy conferred on you by an applicable statute (e.g Australian Consumer Law) that cannot be excluded, restricted or modified.

4. Exclusions

Unregistered vehicles will not be eligible for the safety check inspection.

Items not included on the Safety Checklist will not be checked during the inspection.

5. Limitation of Liability

- a) **Exclusion of Warranties:** Subject to applicable laws and Clause 3(b), we exclude all implied guarantees and warranties regarding our inspection services.
- b) **Maximum Liability:** Our total liability to you arising from these terms and conditions will not exceed the greater of: (i) \$1,000 or (ii) five times the inspection service fees you paid.
- c) **Exclusion of Specific Damages:** We are not liable for any indirect or consequential losses, including loss of use, production, profit, revenue, business data, anticipated savings, delays, financing costs, operating costs, or any other similar damages.
- d) **Third-Party Transactions:** We are not responsible for the terms of any transaction or disputes between you and any third party regarding an inspected vehicle.

6. Privacy

We collect, hold, and disclose your personal information according to our Privacy Policy, located at <https://www.subarumelbourne.com.au/privacy/>.

7. Amendments

We may update these terms and conditions from time to time by updating this website. However, any changes will only apply to new services booked after the amendment date and will not affect any accrued rights or obligations under prior terms and conditions for past services.

8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of the State of New South Wales, Australia. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts in that state.

Subaru Melbourne
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