



SERVICE LEVEL AGREEMENT

We thank you for the privilege to provide our service to you.

By proceeding to request our services, you affirm that you agree to the terms of this Service Level Agreement.

1. SCOPE OF SERVICES

Our Services shall include either one or more of our auto diagnosis, auto consultation, auto repair, preventive maintenance and/or allied services as listed below:

- 1.1 Fleet management services
- 1.2 Preventive maintenance and servicing
- 1.3 Pre-emptive servicing of vehicle parts
- 1.4 Engine Rebuild/Repair/Replacement
- 1.5 Diagnosis of under-performing vehicle parts
- 1.6 Training of vehicle operators
- 1.7 Repairs of damaged or faulty vehicle parts
- 1.8 Repair/replacement and overhauling of engines, clutches, transmissions, rear axle, suspension system, brake system, steering system.
- 1.9 Repair/replacement of vehicle accessories, e.g., electrical fans, beacon lamps, number plate and safety belts.
- 1.10 Replacement of all faulty or blown light bulbs and sealed beams and other electrical installations.
- 1.11 Repair/replacement of wiper motor, linkages, and wiper blades.
- 1.12 Replacement of all electrical relays, switches, and fuses.
- 1.13 Replacement of timing belts.
- 1.14 Replacement of speed warning devices.
- 1.15 Service, clean, and recharging batteries.
- 1.16 Repair/replacement of defective air-conditioner components and recharging of air-con.
- 1.17 Accident repair
- 1.18 Corrosion repairs on body work
- 1.19 Upholstery cleaning and repairs
- 1.20 Repainting of the vehicle
- 1.21 Repair / replacement of tyres

2. CLIENT'S OBLIGATIONS AND WARRANTIES

- 2.1 The Parties agree that accurate information is always required by AUTOCLINIC to carry out its functions and provide its services properly. As such, the CLIENT shall;
- 2.1.1 Provide accurate history on each vehicle, including date of purchase, model, duration of use, service history and copy of proof of ownership (where applicable),
- 2.1.2 Notify AUTOCLINIC of any preference in consumables or materials to be used in maintenance of the vehicle,
- 2.1.3 Notify the AUTOCLINIC of any peculiarities, remodelling, upgrade, or other information about the vehicle,
- 2.1.4 Disclose any other material information concerning the purchase, use or misuse of the vehicle,
- 2.2 The CLIENT warrants that:
- 2.2.1 It has the legal right to authorize repairs for the vehicle(s), either through legal ownership, lease rights, or written authorization from the vehicle's owner.
- 2.2.2 It has the power and authority to execute and perform this Agreement and that it has no contract with any other person, firm, corporation, or body, which shall in any way, interfere with or infringe upon AUTOCLINIC'S rights or obligations.
- 2.2.3 It shall not incur any liability on behalf of AUTOCLINIC.
- 2.3 CLIENT shall ensure that all personal belongings are removed from the vehicle prior to bringing the vehicle to the workshop.

3. CONSIDERATION AND PAYMENTS

- 3.1 AUTOCLINIC shall issue an invoice(s) to the CLIENT, detailing expenses for spare parts and consumables as well as the service charge, upon completion of services provided.
- 3.2 The CLIENT shall pay to AUTOCLINIC the full fees for any service requested for as well as incidental expenses incurred in the course of carrying out the service(s).
- 3.3 The CLIENT must make full payment for parts of vehicle to be replaced and deposit 70% of service charge to activate repair work on vehicle.
- 3.4 The CLIENT agrees to complete outstanding payment before the vehicle is returned, delivered, or picked up after completion of the service(s).
- 3.5 AUTOCLINIC shall not be required to release the vehicle(s) until the CLIENT has fully settled the invoice(s) issued for services rendered and expenses incurred. AUTOCLINIC shall exercise lien on the vehicle until all above-mentioned payment are settled best to the satisfaction of AUTOCLINIC.
- 3.6 Payment shall be made in cash, bank transfer, through a P.O.S machine or through bank draft. Collection charges as well as interest plus Value Added Tax are to be borne by the customer. In the event

that settlement of bills is delayed beyond a period of 7 days, the CLIENT shall be liable to pay interest at the rate of 18% per annum on the outstanding bill amount from the date on which the vehicle was ready for delivery until payment is fully realized.

4. SPARES AND CONSUMABLES

4.1 AUTOCLINIC shall ensure that all spare parts and materials used (e.g., lubricants, filters, hoses, other consumables, etc) conform to the quality and standard set by the vehicle manufacturers.

4.2 AUTOCLINIC shall always exercise professional duty of care to choose appropriate consumables or spare parts to be used in the discharge of its services on the CLIENT'S vehicles, except as otherwise dictated by the CLIENT.

4.3 The cost of all spare parts and consumables shall be borne by the CLIENT.

4.4 While the CLIENT reserves the right to mandate or provide the spare parts or consumables to be used in the provision of services by AUTOCLINIC, AUTOCLINIC shall however not incur any liability or responsibility for any malfunction or defect caused or aggravated on the vehicle as a result of use of a defective or inappropriate spare part or consumable provided or dictated by the CLIENT.

4.5 Salvage of replaced parts must be lifted by customer along with the delivery of the vehicle; salvage not claimed at the time of delivery shall be disposed of by AUTOCLINIC as scrap.

5. HOURS OF COVERAGE

5.1 The Business hours of AUTOCLINIC for provision of its Services are Monday to Friday (excluding Thursday) between the hours of (9am to 5pm) and Thursdays and Saturdays between the hours of 10am to 4pm.

5.2 Urgent Support is considered as a request for urgent attention at a time which is outside the Business Hours. Services provided as Urgent Support shall attract an additional fee to be invoiced to the CLIENT.

6. PICK UP/DELIVERY/TESTING OF VEHICLES PRIOR TO HANDOVER

6.1 It shall be the CLIENT 's responsibility to test the vehicle after repairs and certify that all faults are rectified before the vehicle is collected from the AUTOCLINIC.

6.2 Vehicle storage after job completion is free for the first 3 (three) days from the date of completion of job. Where customer refuses to pick up vehicle after 3 (three) days from completion, Security Fee of NGN1,000 is billed for each day of storage

7. INSURANCE CLAIMS

7.1 In the event that an insurance claim is filed by the CLIENT related to the repairs performed, AUTOCLINIC may create an insurance estimate for submission to the insurer for Insurer's internal use.

7.2 The CLIENT acknowledges that AUTOCLINIC has no formal relationship or obligation to any insurer.

7.3 The CLIENT acknowledges that AUTOCLINIC is not obligated to communicate with or assist insurers or their agents, including accepting cost estimates from insurers or allowing their agents into workshop facilities for any reason.

8. ADDITIONAL SERVICE

8.1 No services outside of those described in this Agreement will be performed by AUTOCLINIC without prior written approval from CLIENT.

8.2 Any additional service required or requested for by the CLIENT shall be carried out as promptly as practicable by the AUTOCLINIC and billed separately to the CLIENT, provided that such service is within AUTOCLINIC'S scope of services.

9. QUALITY ASSURANCE

AUTOCLINIC shall perform all works in accordance with good engineering practice and in compliance with the terms and conditions of this agreement. AUTOCLINIC acknowledges that CLIENT relies completely on the knowledge, skills, and judgment of AUTOCLINIC under this agreement in the performance of works.

AUTOCLINIC shall ensure that reasonable assistance is rendered to CLIENT on a need's basis.

10. WARRANTY COVER AND DURATION

10.1 AutoClinic issues warranty to cover brand-new mechanical parts used for vehicle repair for a period of 90 days or 3000KM (whichever comes first) from the date of completion of repair.

10.2 AutoClinic's repair warranty covers brand-new electrical parts used for vehicle repair for a period of 15 days or 700km (whichever comes first) from the date of completion of repair.

10.3 There shall be no warranty cover for used (Tokunbo) parts.

10.4 Any remedial work performed under this Warranty will not restart the Warranty Period.

10.5 Customer complaints about repairs should be logged immediately and vehicle/part(s) complained about brought in within 24 hours of fault discovery to enable quick resolution of issues.

10.6 AutoClinic shall not be liable for damage caused to vehicle parts where complaints are not lodged according to 10.5 above.

11. RESOLUTION OF WARRANTY CLAIMS

If there is a material or workmanship defect within the Warranty Period, we will, at our option:

- (i). Engage a technician without charge to you to perform remedial service work and/or replace defective part(s) installed in connection with the repair work done; or
- (ii). Refund any amount actually paid by you to us for the parts. Where there is a refund to be issued due to defective materials, we may require the return of the defective part or parts at issue prior to processing a refund. We will not be responsible for any core fee charges incurred by you associated with returning the defective part or parts to us. We neither assume nor authorize anyone to assume for us any other obligation or liability in connection with the Vehicle Services.

12. EXEMPTIONS TO WARRANTY COVER

This Warranty does not cover:

- a. Any damage to fixed mechanical parts caused by abnormal use (such as use in a commercial venture), misuse, neglect (such as not performing maintenance services in accordance with the instructions in the owner's manual of your vehicle) alteration or tampering, and external causes (such as accidents, fire, water and freezing).
- b. Any diagnostic or inspection service including pre-purchase inspection services provided.
- c. Any referral made by the company or work not scheduled and processed directly by the company.
- d. Any issues unrelated to the vehicle services ordered by customer
- e. Any pre-existing condition with the vehicle that is not disclosed to us or known by the technician prior to starting the vehicle services and that is discovered during or after the vehicle services are performed.
- f. Any repairs that the customer requests the technician to perform beyond those included in the recommendation(s), and which the technician performs, provided, however, that if the customer authorizes and pays for additional repairs through the company, such additional repairs would be included in the vehicle services and covered by this warranty; and
- g. Any consequential effects of the vehicle services performed, unrelated to any of the parts replaced being defective or any of the repair work being done incorrectly.

13. FORCE MAJEURE

13.1 The failure or delay of any of the Parties hereto to perform any obligation under this Agreement solely by reason of acts of God, acts of government, riots, wars, embargoes, strikes, epidemics, lockdowns, lockouts, or other causes beyond its control (“Force Majeure”) shall not be deemed to be a breach of this Agreement; provided however, that the Party so prevented from complying herewith shall not have procured such Force Majeure.

13.2 Except where the nature of the event shall prevent it from doing so, the Party suffering such Force Majeure shall notify the other Party in writing within Three (3) days after the occurrence of such Force Majeure and shall in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

14. GENERAL PROVISIONS

14.1 No waiver of any breach of this agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.

14.2 Any notice, direction or other instrument required or permitted to be given to the parties shall be in writing and may be given by mailing or delivering the same or by email addressed to the parties as follows:

[i] To AUTOCLINIC: Attention: The Business Manager Phone No: 08098738876 Email address: hello@autoclinicng.com

[ii] All Notices to the CLIENT shall be deemed served if delivered to the physical address, email address or phone number submitted to AUTOCLINIC at the point of engagement

15. GOVERNING LAW

All questions regarding the construction of this Agreement and the rights, duties, obligations, and liabilities of the AUTOCLINIC shall be determined in accordance with the applicable provisions of the Laws of Oyo State, Nigeria. Notwithstanding the foregoing, where there are no relevant provisions in the Laws of Oyo State, the Laws of the Federal Republic of Nigeria shall apply.

16. DISPUTE RESOLUTION

Any controversy, dispute or claim arising out of or relating to this agreement, shall first be settled through mutual consultation between parties through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to submit to mediation administered by the Oyo State Multidoor Courthouse before proceeding to litigation where litigation is inevitable.