

Auto service contract - Car repair agreement

Important information about the agreement

You are free to choose the workshop you want, provided it is a publicly-approved workshop. It is not legal for the car manufacturer / importer to require that a service is performed by a branded dealer for the guarantee on the vehicle to apply. However, most warranties assume that repair and service are in accordance with the requirements of the car manufacturer / importer. It is therefore important that it is documented that the requirements have been followed, see item "Documentation of completed work" in the contract.

The contract form may be completed electronically or printed and filled in on paper. The Consumer Council recommends that the contract is completed electronically by the parties jointly. Consumer Council urges both parties to read through the entire agreement before the agreement is signed. The Consumer Council does not take responsibility for any errors when filling out the contract.

The contract must be printed in at least two copies and signed by both parties. We also recommend to sign each page initialed.

The Consumer Council's contract forms are updated continuously. Last update appears on the contract. Policy and practice in the area can be changed, and there may be periods when the content of the contracts and associated guidelines have not been updated. The Consumer Council disclaims all potential liability for errors, omissions or incomplete updates. Please contact the Consumer Council on telephone No 23 400 500 if you have questions about the contract.

1. Parties

Consumer

Name:

.....

Address:

.....

Postal Code/City:

.....

E-mail:

.....

Phone:

.....

Service provider/garage

Name:

.....

Address:

.....

Postal Code/City:

.....

E-mail:

.....

Phone:

.....

Org.nr.:

.....

2. The vehicle to be repaired

Vehicle make:

Year:

.....

.....

Registration number:

Mileage:

.....

.....

3. Description of the assignment

Service/maintenance



Service/maintenance shall be in accordance with the latest service / maintenance program of the car manufacturer / importer for the car model. Service providers must have available and use the necessary special tools and measuring instruments to perform the service / maintenance program. Similarly, for additional work, see paragraph 3 of the General Terms.

Repair

The workshop will carry out the following work (enclose a more detailed description):



Spare parts used in the performance of the work must either be
(a) original parts, or
(b) of same quality as original parts.

"Original Parts" means either (i) Parts sold under the trademarks of the car manufacturer, which are manufactured by the automaker itself or by sub-manufacturers according to the manufacturer's specifications and standards; or (ii) Parts sold under the brand name of the sub-manufacturer and manufactured by the sub-manufacturer under the manufacturer's specifications and standards.

Similarly, for additional work, see paragraph 3 of the General Terms.

Will service provider make updates to software for electronics, controllers and the like:

Yes No

4. Documentation of completed work



When handing over the car to the consumer, service providers will provide documentation on what kind of work that has been done on the car. If service / maintenance has been completed, repairer/service provider must confirm in the car's service manual that the car manufacturer's service / maintenance program is followed and that periodic maintenance has been completed.

5. Price of service



All prices include VAT. Select by filling in **one** of three options:

1. Fixed price of the entire assignment (including work and materials), NOK:

.....

2. Price estimate (cannot be exceeded by more than 15%), NOK:

.....

3. Other agreement for price of service, please specify:

.....

6. Settlement

Payment upon completion against specified invoice

Other payment method

If different payment method, please specify:

.....

7. Time limits

Delivery

The consumer must deliver the car by date: _____ Time: _____



Unless otherwise agreed upon, delivery of the car is considered to have taken place when the consumer supplies the car keys to the service' representative.

Completion

Service provider/repairer undertakes to complete the work that is agreed upon and have the car ready for the consumer to collect by date: _____ Time: _____

Does the repairer/garage offer a courtesy car if your car is not ready at pick-up time:

Yes No



If repairer/garage does not offer a courtesy car, the consumer may still claim compensation for financial loss due to a delay, see General Conditions item 5.

Picking up the car

If the car is not picked up within 2 business days after the time agreed upon for completion of the work, the repairer/garage is entitled to demand space rental.

The space rental agreed upon is per day, NOK: _____

8. Other information / terms

Other:

[Empty dotted box for additional information]

Attachments

Number of attachments to the contract:

[Dotted line for input]

9. Signatures

Place:

Date:

.....
Consumer's signature:

.....
Repairer/service provider's signature:

General conditions



General conditions for service / maintenance and / or repair

The general conditions listed here is to compile and clarify what follows from håndverktjenesteloven (Artisan service act). The rules of the artisan service act can not be derogated from to the detriment of the consumer, hvtjl. § 3.

1. SKILL AND SCOPE

The Service provider/garage must be authorized. The service provider/repairer shall perform the service professionally and according to current safety requirements. He shall also safeguard consumer interests with due care. Service shall include the delivery of materials, unless otherwise agreed.

Service provider/repairer shall inform the consumer if prior to or in connection with the work, circumstances arise which give grounds for assuming that the price of the work will be disproportionate to the car value after the work has been completed.

2. ADDITIONAL WORK

If it during the assignment turns out that work is needed outside the assignment which is convenient to do as additional work, the repairer shall contact the consumer. If the service provider/repairer does not receive a message from the consumer within a reasonable time, repairer may still perform the work if it is assumed that the consumer will have the work done and the price of the additional work is insignificant or low in relation to the price of the agreed service. The extra charge must in no case exceed the price of the agreed work by more than 15 %.

Service provider/repairer is obliged to carry out any additional work that can not be postponed without the risk of material injury to the consumer.

3. PRICE FOR ADDITIONAL WORK

To the extent that the price does not follow the agreement, the consumer shall pay the current price

4. DELAY

If the work is not completed within the deadlines agreed upon, or within what is considered reasonable, and this is not due to conditions on the consumer, the consumer may submit a claim in accordance with item 5.

5. CLAIMS BY DELAY

In case of delay, the consumer may:

- Withhold payment, hvtjl § 13
- Require the assignment performed if it can be done without unreasonable cost or inconvenience to the service provider
- Terminate the agreement if the delay is of significant importance for the consumer, hvtjl § § 14 and 15
- Require compensation for economic losses due to the delay, hvtjl. § 28

6. DEFECTS/FLAWS

Defects/flaws exist if the service does not lead to the result that has been agreed upon or that the consumer may require, hvtjl. §§ 5, 6 and 9.

7. CLAIMS IN REGARD TO DEFECTS/FLAWS

In case of defects/flaws the consumer may

- Withhold as much of the payment as to ensure the consumer's claims, hvtjl. § 23
- Require the defect repaired when it is without unreasonable cost / inconvenience to the service provider/repairer, hvtjl. § 24
- Claim a discount, hvtjl. § 25
- Terminate the contract if the purpose of the agreement is substantially unsuccessful due to the lack/defect/flaw, hvtjl. § 26
- Require compensation for economic losses due to the defect, hvtjl. § 28.

8. SERVICE PROVIDER'S/REPAIRER'S CORRECTION

The consumer may require that the service provider corrects a lack of service/defect when it can happen without unreasonable cost or disadvantage for the service provider. Even if the consumer does not require it, the service provider can correct a failure when it can happen without significant disadvantage for the consumer, or the consumer otherwise have a particular reason to oppose the work. Correction occurs at the service provider's expense and within a reasonable time after the consumer has complained about the defect and provided the service provider with the opportunity to correct it.

9. COMPLAINTS BY DEFECTS

The consumer shall notify the service provider/repairer within a reasonable time after the defects were discovered or should have been discovered. Longest deadline for claims is two years after the work is completed and five years if the result of the work is supposed to last considerably longer than two years.

10. CONSUMER'S BREACH

Delayed payment or participation of the consumer that is not due to circumstances on the service provider's/repairer's hand, the service provider/repairer may:

- If the delay is not due to an unforeseen obstacle outside the consumer's control, stop the work and require costs or other losses due to the pause replaced
- Terminate the contract for the part of the task that remains, hvtjl. §§ 43 and 44

If the car is in the garage/at the service provider's , he can impound the car until the consumer pays or provides adequate security for the claim, hvtjl. § 46. Service provider must take proper care of the car. If more than three months since the work was done has passed, the claim is overdue and the call for releasing the car has been given, service provider may sell the car and take his part of the sales price, hvtjl. § 47.

11. CONSUMER'S RIGHT TO CANCEL THE DEAL

The consumer has the right to cancel a service in whole or in part before the assignment is completed against paying compensation for the part of the service performed. The consumer may be held liable if the cancellation causes other economic losses, hvtjl. §§ 39 and 40.