

Mon 12/11 @ 10AM
S&R

SLR3076A

LHK Vivian recommend
liability clear to India
but pending approval



BMW Dealer

Performance Motors Limited

A member of the Sime Darby Group
Co. Reg. No. 197401559W GST Reg. No M2-0020081-X

303, Alexandra Road
Sime Darby Performance Centre
Singapore 159941
Tel. 63190100 (Sales & Admin)
63190111 (AfterSales)
Fax. 64747770

280, Kampong Arang Road
East Coast Centre
Singapore 438180
Tel. 63190888 (AfterSales)
Fax. 63449773

315, Alexandra Road
Sime Darby Business Centre
Singapore 159944
Tel. 63190528 (AfterSales)
63190533/530 (Motorrad)
Fax. 64796601 (AfterSales)
64796624 (Motorrad)

GST REG. NO : M2 - 0020081 - X

15 OCT 2018

ESTIMATE

Estimate No. : b1 48796	Page No. : 1 of 5
Date Estimated : 15/10/2018	
Prepared By : Han Kwan Yong	

- ESTIMATE REPAIR FOR - Tan Soo Sheng, Scott (Chen ShuSheng) 28 Woodlands Drive 16 #09-18 Singapore 737768	- ACCOUNT - 40000 Cash Sales - Service Singapore
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REGN. NO.	CHASSIS NO.	REGN. DATE	MODEL	MILEAGE
SLR3076A	5E91216	08/08/2017	216i G TOURER	0

DESCRIPTION	VALUE
To replace front left side panel, front left wheel house cover including to knock out front left door and dented area caused by the accident	2550 3,400.00
To respray front bumper, front left side panel and front left door	2527 2,808.00
To carry out body cavity preservation. (Per panel).	118.00
To check steering geometry and conduct wheel alignment according to BMW specification (1x)	457 581.00
To check electrical wiring systems at the front section for proper function including adjustments of headlights.	150 177.00
Sundries.	80.00

Total Labour 1: 7,114.00

DESCRIPTION	QTY	PRIC	VALUE
FRT LH FENDER	1	573.30	573.30
FRT LH WHEEL ARCH COVER	1	135.05	135.05
Total Parts :			708.35

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LKK Auto Consultants hence notify the Repairer of the following:

- To resurvey before/after spray painting
- To display damaged part(s) during resurvey
- Parts prices are subject to confirmation
- Third party survey is on a "Without Prejudice" basis
- No illegal modification(s) is allowed
- Supplementary item(s) must be resurveyed and is subject to final approval from Insurance Company

Acknowledged by Repairer

Signature:

Date:

Claims OD / 3rd Party / Uninsured losses / Direct Settlement	
Regn No. _____	Claim No. _____
Date&Time <u>12/11/18 @ 11:25</u>	Excess S\$ _____
Surveyor's Name <u>Ryan</u>	Sign _____
Surveyor's Tel <u>92010068</u>	Authorised Yes / No _____
Authorised Date _____	Time _____
RESURVEY PARTS PHOTO BY SURVEYOR Yes / No _____ PML Yes / No _____	
Surveyor's E-mail _____	
No. of Working Days Recommend <u>6 days</u>	

Labour 1	:	7,114.00
Parts	:	708.35
Labour 2	:	0.00
Excess	:	0.00
Total GST @ 7%	:	547.56
Grand Total	:	<u>8,369.91</u>

** THIS ESTIMATE IS VALID FOR A PERIOD OF 30 DAYS ONLY**

** PRICE FOR PARTS ARE SUBJECTED TO CHANGE WITHOUT PRIOR NOTICE **

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Terms & Conditions of Service

- All requests for servicing, repairs, replacements or installations to the Vehicle (collectively, "Repairs") are subject to acceptance by Performance Motors Limited ("PML") and PML shall have the absolute discretion to reject or deny any request for the Repairs.
- The list of the Repairs or quantum of charges for the Repairs printed overleaf are estimates only and PML shall be entitled to carry out additional repairs or replacements ("Additional Works") if, in its absolute discretion, Additional Works are necessary provided that, where the cost of additional Works exceed S\$250, PML shall obtain the customer's prior consent (whether given orally or otherwise) before carrying out the additional Works.
- Subject to clause 2 above and save in the case of manifest error or gross negligence, in the event where PML's estimation of the Repairs recommended for the Vehicle differs from the Customer's own estimation of repairs needed, PML's estimate shall prevail.
- The Vehicle accepted by PML for the Repairs shall remain, at all times, at the Customer's own risk while the Vehicle undergoes the Repairs at PML's premises. PML's visual inspection and record of the physical condition of the Vehicle made prior to the commencement of the Repairs shall be binding and conclusive as between PML and the Customer. The Customer shall ensure that all valuables are removed from the Vehicle prior to delivering it to PML for the Repairs. PML shall not be liable, in any way, for theft, fire, accident, loss of or damage to the Vehicle, its contents or accessories whatsoever.
- The Vehicle may be driven on the road if and when PML, in its absolute discretion, decides that it is necessary for the purposes of carrying out tests in connection with the Repairs. Should any damage occur to the Vehicle in such an instance, PML's liability will be limited to the rectification of damage, free of charge.
- PML's entire liability whether, in respect of faulty workmanship or otherwise, shall be limited to the rectification of any faulty workmanship or other faults, free of charge, such faults being reasonably determined by PML to have been caused by PML in the course of the Repairs. The Customer shall, nevertheless, be responsible for all costs for the disassembly, diagnosis, inspection of the Vehicle etc., at PML's current labour charge-out rate, necessarily incurred for the purpose of determining the cause of the fault(s) if it is found that the fault(s) is or are not caused by PML.
- Except as provided in clause 6 above, PML makes no warranty (whether expressed or implied) in respect of the Repairs and shall not, to the fullest extent permitted by law, be liable under any circumstances for special, consequential or incidental damages including but not limited to the loss of use of or depreciation in value of the Vehicle.
- Unless otherwise agreed by PML in writing, the Customer shall pay the costs of the Repairs owing to PML, in cash, upon the completion of the Repairs and before the Customer collects the Vehicle. In the event any credit is granted by PML at its absolute discretion, and the Customer fails to make payment of the costs of the Repairs (or any part thereof) by the agreed payment date, interest shall be imposed on the sum remaining unpaid at the rate of 1% per month (or part thereof) from the due date of payment until the date all payments are actually received by PML. PML reserves the right, at any time, to suspend or withdraw any credit facility granted to the Customer without assigning any reason whatsoever.
- The Customer shall collect the Vehicle within 48 hours from the date PML notifies the Customer, (whether orally or otherwise), that the Vehicle is ready for collection. In the event that the Customer fails to collect the Vehicle within 48 hours, the Customer shall, in addition to the costs of the Repairs owing to PML, pay all storage charges, at a rate to be determined by PML provided always that the Customer shall not, under any circumstances, hold PML liable for any loss of or damage to the Vehicle, its contents or accessories or for any deterioration in the quality of or damage to the Vehicle arising from such storage. In the event that the Customer fails to collect the Vehicle for more than 14 days, PML shall be entitled, at its absolute discretion, to dispose of the Vehicle & deduct, from the proceeds of disposal, PML's costs in connection with the disposal as well as all other monies owing to PML.
- If PML does not receive any notification of faulty workmanship from the Customer within 7 days from the date the Customer collects the Vehicle from PML, the Customer shall be deemed to have accepted the Repairs as satisfactory.
- If the Vehicle is sent to PML for the Repairs by any person other than the Customer, PML shall be entitled, without need to make any inquiry, to treat such third party as acting for and on the Customer's behalf. PML shall be entitled to rely on this ostensible authority to carry out the repairs in compliance with such third party's instructions and the Customer shall not hold PML liable for any loss or damage suffered by the Customer as a result and shall pay for the costs of the Repairs owing to PML and further indemnify PML against all claims, losses, expenses, damages suffered or incurred by PML arising from PML's reliance on such authority and/or compliance with such instructions.
- PML may, in its absolute discretion and upon the Customer's request, provide a driver to deliver the Vehicle from the Customer to PML's premises or vice versa provided always that the driver shall, during the time of such conveyance of the Vehicle, be deemed to be the servant of the Customer and not that of PML's and the Customer shall not hold PML liable for any accident, loss of or damage to the Vehicle or its contents or accessories while the same is under the custody of the driver.
- These Terms & Conditions of Service including all annexes and attachments hereto contains the entire agreement between PML and the Customer with respect to the Services described in the Repair Order and supersedes all previous agreements and understandings between PML and the Customer relating to the subject matter herein. No amendments or changes to these Terms & Conditions of Service shall be effective unless made in writing and signed by authorized representatives of both PML and the Customer.
- If any term or provision of these Terms & Conditions of Service shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of these Terms & Conditions of Service not affected by such invalidity, illegality or unenforceability shall remain in force and effect.

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15. A person not party to these Terms & Conditions of Service shall have no right under any legislation for the enforcement of contractual terms by a third party (whether in force now or to be enacted in the future and as the same may be modified, adapted or supplemented from time to time) to enforce any term in these Terms & Conditions of Service.
16. The laws of the Republic of Singapore shall govern the validity and interpretation of these Terms & Conditions of Service and the Parties submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.
17. The Sime Darby Motors Group companies in Singapore are committed to ensuring that your personal data is protected. The purpose of this document is to explain how we collect information about you, the procedures that we have in place to safeguard your privacy and how you can instruct us if you prefer to limit the use of that information.
- 17.1 The Vendor shall collect and use the Customer's personal data for any of the following purposes, including but not limited to:
- (a) the registration of the Vehicle with the relevant transportation authorities, including but not limited to Land Transport Authority;
 - (b) sharing of the Customer's personal data with the Vendor's principal, its related corporations and contractors, whether within Singapore or overseas, and/or insurance companies, so as to provide the necessary warranties and/or extended warranties for the Vehicle to the Customer;
 - (c) sharing of the Customer's personal data with financial institutions and motor vehicle insurers, on the Customer's behalf, in order for the Customer to obtain financing for the purchase of the Vehicle and the motor insurance on the Vehicle and when necessary, to obtain the loan amounts outstanding from financial institutions, on the Customer's behalf so as to assist the Customer in effecting the Vehicle loan redemptions;
 - (d) servicing of Vehicle and to update the Vendor's after-sales service records. The relevant personal data shall be used by the Vendor, its appointed after-sales service dealers, agents and sub-contractors and/or the Vendor's principal and/or its related corporations whether within or outside Singapore to provide the relevant after-sales service and/or to repair the Vehicle and to communicate with the Customer on any matter relating to the provision of the services in general including to notify the Customer by any means, including by short message services ("SMS") of the next/ subsequent date/mileage for routine service for the Vehicle;
 - (e) administrative, research and analysis purposes to enable it to monitor and improve the services it provides; and
 - (f) organizing events for the Customer, to inform the Customer of such events by any means (including through SMS, multi-media services ("MMS"), phone call, fax, magazines, or brochures) any new products, promotions or services provided by the Vendor in Singapore.
- 17.2 The Vendor shall also disclose the Customer's personal data:
- (a) to its service providers, for example, providers of web hosting or maintenance services, for the purpose of supplying itself with the inter connected servers and/or web site links with the relevant authorities;
 - (b) to its customer service agencies whether within or outside Singapore for administrative, research and analysis purposes to enable it to monitor and improve the services it provides;
 - (c) to the Vendor's service providers and/or the Vendor's principal, its related corporations and contractors whether within or outside Singapore for the purpose of organizing events for the Customer, to inform the Customer of and send to the Customer by any means (including through SMS, MMS, phone call, fax, magazine or brochures) any new products or promotions or services that are provided by the Vendor and/or the Vendor's principal whether within or outside Singapore;
 - (d) to the Vendor's business partners for the purpose of carrying out product promotions;
 - (e) to the Vendor's stakeholders and the Vendor's principal and its/their related corporations and contractors for the purpose of carrying out audits;
 - (f) to the Vendor's principal and/or the Vendor's stakeholders and their respective related corporations and contractors whether within or outside Singapore for the purposes of carrying out audits; and
 - (g) to the Vendor's principal and its related corporations whether located within or outside Singapore for the purpose of responding to any of the Customer's enquiries.
- 17.3 The Vendor shall retain the Customer's personal data either for the period of the business relationship or, for the requisite retention periods as stipulated in any contractual arrangements or under any applicable law, whichever is later.
- 17.4 If the Vendor amends any provision in this clause 17, it will notify the Customer via e-mail and may place notices on the Vendor's web site. The Vendor's email to the Customer shall require the Customer's consent to its change of use of the Customer's personal data. Continued use of the Vendor's services shall signify the Customer's agreement to any such changes.
- 17.5 The personal data the Customer provides may be transferred to the Vendor's principal within or outside Singapore for surveys and research purposes conducted with the objective of enhancing the Customer's satisfaction.
- 17.6 The Customer shall have a right to request a copy of the personal data the Vendor holds about the Customer and information about the ways in which the Customer's personal data has been or may have been used or disclosed within a year before the date the Customer's request. If the Customer wishes to exercise this right, the Customer shall complete the Vendor's prescribed form and/or:
- (a) put his request in writing and indicate whether he would like to have a copy of his personal data or he wishes to have information about the ways in which his personal data is used or disclosed during the past year or both;
 - (b) include proof of his identity and address (e.g. a copy of the Customer's driving licence and a recent credit card bill); and
 - (c) specify the personal data he wants access to, including any account or reference numbers where applicable.

The Vendor shall reply to the Customer as soon as reasonably possible upon its receipt of the Customer's request.

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- 17.7 The Customer shall pay an amount to access his personal data in the manner stated in Clause 17.6(a) above.
- 17.8 The Customer shall have the right to correct any inaccuracies in his personal data free of charge. If the Customer wishes to exercise this right, the Customer shall:
- (a) put his request in writing;
 - (b) provide the Vendor with enough information to identify himself (e.g. the Customer's account number, username, registration details); and
 - (c) specify the information that is incorrect and what it should be replaced with.
- The Vendor shall reply to the Customer as soon as practicable upon its receipt of the Customer's request.
- 17.9 The Customer's access or correction request will not be granted as of right; the Vendor's ability to accede to the Customer's access or correction request is subjected to the prohibitions and exceptions set out or which may be set out in the Singapore Personal Data Protection Act ("PDPA") and its accompanying regulations.
- 17.10 The Customer shall have the right to ask the Vendor to stop collecting, using or disclosing his personal data for any of the abovementioned purposes set out in Clauses 17.1 and 17.2. If the Customer wishes to exercise this right, the Customer shall complete the Vendor's prescribed form and/or:
- (a) put his request in writing by way of an email sent to the Vendor;
 - (b) provide the Vendor with his name, NRIC number, mobile number, email and Vehicle registration number to identify the Customer; and
 - (c) if the Customer's objection is not to direct marketing in general, but to direct marketing by a particular channel (e.g. voice call, SMS, MMS, fax, mailers or email), the Customer has to specify the channel he is withdrawing his consent to.
- 17.11 In the event that the Customer withdraws consent to the collection, use or disclosure of his personal data such that it materially affects this Agreement and it renders the Vendor unable to, or such that it becomes difficult for the Vendor to perform or properly perform or discharge its obligations under this Agreement, at law, under the warranty undertakings, or its role as a responsible dealer of BMW vehicles, the Vendor may at its discretion, be entitled to terminate this Agreement with the Customer.
- 17.12 The obtaining the Customer's consent for the collection, use or disclosure of his personal data under this clause 17 is subject to the exceptions set out or which may be set out in the PDPA.
- 17.13 The Customer shall address all communications pertaining to this Clause 17 to:

The Data Protection Officer
Performance Motors Limited

Address:
Sime Darby Performance Centre
303 Alexandra Road
Singapore 159941

Email address:
dataprotection@pml.com.sg