

Service Terms & Policies

Version 2.7 | October 2, 2026 | New Brunswick

Mobile automotive diagnosis, maintenance and repair | 506-478-4091

Please read these terms with your estimate or work order before approving service. **Nothing in these terms removes a right, warranty or remedy that the law does not allow us to limit.**

1. Who the agreement covers

"We", "us" and "Cole's Auto" mean the legal supplier identified by name and business address on your work order. "You" means the customer named on that document. The person approving work must own the vehicle or have the owner's permission, and must identify any person or business they represent.

Payment responsibility must be agreed before work starts. A third-party payer does not release the customer from payment unless we agree. An owner, spouse, employee or insurer is not bound merely because they are mentioned or benefit from the work. A representative does not give a personal guarantee by approving work on someone else's behalf.

2. Appointments, weather and delays

Appointments are subject to rescheduling due to bad weather. We may postpone, interrupt or reschedule service when rain, snow, ice, lightning, strong winds, extreme temperatures or other weather conditions make travel or the work unsafe, impractical or likely to affect repair quality.

We will contact you as soon as reasonably possible and arrange another appointment. A weather-related rescheduling initiated by Cole's Auto is not treated as a customer cancellation. Authorized work already completed and any previously agreed, lawful attendance or non-recoverable costs remain payable; work not performed will not be charged.

Arrival and completion times are estimates. Earlier jobs, traffic, parts availability, tools, technical information and unexpected vehicle conditions may cause delays. We will advise you of significant changes. We are not responsible for delays beyond our reasonable control, subject to applicable law. If a delay becomes substantial, either party may end the remaining work. Any unused deposit will be refunded after lawful charges, and we will take reasonable steps to reduce avoidable loss.

Booking, estimates & approval

3. Information, access and a safe worksite

Provide accurate contact details, vehicle information, mileage, symptoms and repair history. Tell us about safety concerns, modifications, interlocks, leasing, fleet, insurance or warranty restrictions. We may rely on this information while still carrying out appropriate professional checks.

Provide vehicle and key access, property-owner permission, and a level, stable, well-lit work area with enough clearance. Keep children, pets, traffic and bystanders away. Disclose surface-protection needs and underground, overhead or other site hazards. Parking, site permissions and site-specific fees are your responsibility unless agreed otherwise.

We assess whether work can proceed safely and may stop or decline service because of unsafe ground, darkness, traffic, hazardous materials, fire risk, loose animals, harassment, violence or other unreasonable hazards. An agreed attendance or diagnostic charge may apply if we attend and access or safety problems prevent work. Site preparation and cleanup charges require prior approval. We remain responsible for damage caused by our negligence.

4. Prices and spending limits

Your estimate or work order will state whether pricing is fixed, estimated, or based on time and materials. It will disclose the labour rate or fixed labour charge, diagnostic allowance, parts, travel, service-call fees, supplies, disposal, subcontracted work and other charges. Taxes are charged only when legally applicable.

A fixed price covers the stated work. An estimate reflects what is reasonably known before testing or disassembly; it is not permission for unlimited charges. We must obtain approval before expanding the work or exceeding your approved maximum. If no maximum is stated, approval covers only the described work on the disclosed pricing basis.

Quotes expire on the date shown. If no date is shown, price and availability must be reconfirmed before acceptance. Hidden conditions, freight or price changes do not automatically authorize extra charges. If we cannot reach you, we may pause work. Only lawful, reasonable emergency steps needed to prevent immediate injury or material damage may be taken without further approval; any charge must be documented.

5. Giving, changing or withdrawing approval

Approval may be signed, electronic, by text or email, or clearly given verbally and recorded where legally permitted. We record who approved, their authority, the date and time, the work, pricing basis, spending limit and terms version. Any legally required signature or contract form still applies.

Only you or your designated representative may approve changes. Having the keys or access to a phone does not by itself establish authority. Silence or an unanswered message is not approval.

You may decline recommendations or stop future work. We will stop as safely and reasonably as possible and itemize authorized work and lawful, non-recoverable commitments already incurred. We may document declined work and safety advice. We are not responsible for consequences caused by declined repairs, except where our own breach of duty contributes.

Diagnosis, repair scope & parts

6. Diagnostics and the limits of a service

Diagnostic charges pay for testing, professional time, research, equipment use, findings and travel where included. They do not guarantee a repair, one single cause, or reproduction of an intermittent fault. Additional faults may become apparent after initial repairs. Testing or repairs outside the original approval require further authorization.

Unless expressly included, diagnostic charges are not credited toward repairs. Authorized diagnostic work remains payable if you decline repairs, parts are unavailable, the fault cannot be reproduced or repair is uneconomical. We must still use reasonable skill and care; payment does not waive a valid claim about deficient service.

Only the approved work is included. A limited repair or maintenance visit is not a full inspection, roadworthiness certification or warranty on the whole vehicle. A diagnostic appointment does not include repair unless repair is separately authorized.

7. Hidden conditions, disassembly and incomplete work

Corrosion, seized fasteners, brittle parts, earlier repairs, altered wiring or other hidden damage may increase the work or risk. We will explain the findings and request approval before proceeding. If a deteriorated part fails despite reasonable care, approved work arising from that condition is chargeable; damage caused by negligent handling is not.

Before disassembly, the approval should record the diagnostic limit, foreseeable reassembly costs and whether the vehicle may become inoperable. If further work is declined or cannot be completed, we will explain its condition and any parts, reassembly or towing needed. These require approval unless a lawful emergency exception applies. We cannot promise a dismantled vehicle will run without necessary repairs, and will not charge you to correct our own breach of duty.

8. Parts supplied by Cole's Auto

New, remanufactured, reconditioned or used parts will be identified or approved before installation. A substitute requires your approval if it changes the price, warranty or material quality. We will provide available written manufacturer or supplier warranty information.

Our parts price may include sourcing, handling, freight, warranty administration and business margin; it need not equal retail cost. These amounts must be included in the agreed selling price or disclosed separately. Manufacturer warranties have their own conditions and do not replace our independent legal obligations.

Customer parts & service visits

9. Customer-supplied parts

Labour involving customer-supplied parts is \$135 per hour. On mixed-parts jobs, this rate applies only to labour attributable to your parts. Travel, service calls, supplies, applicable taxes and unrelated labour are priced separately. No additional customer-supplied-parts percentage surcharge is added.

The estimate must identify the affected work, this rate or an agreed fixed labour price, and the approved total. An accepted fixed price or spending limit cannot be changed without approval.

We may refuse a supplied part. Agreeing to install it does not guarantee its quality, authenticity, legality, condition, completeness or suitability. Cole's Auto provides no parts warranty on customer-supplied parts. You are responsible for incorrect, defective, incompatible or incomplete parts and missing hardware, fluids, programming or instructions.

Subject to prior approval, additional diagnosis, removal, replacement, reinstallation, return visits and related expenses caused by your part are chargeable, including authorized labour when the job cannot be completed. Exceptions apply where the law requires otherwise or the problem results from our installation workmanship. We remain responsible for reasonable installation care and for responding appropriately to obvious defects or incompatibility we identify.

10. Cores and removed parts

Ask before work starts if you want removed parts returned. Otherwise, they may be recycled, discarded or returned for warranty. Hazardous parts, warranty returns and exchange cores may not be returnable.

Once a core credit is applied, the core belongs to us or the supplier unless you pay the additional core amount and keeping it is permitted. A refundable core deposit will show the refund conditions. We will pass on the agreed refund when the supplier accepts the core, less only lawful, previously agreed deductions. No duplicate core charge applies.

11. Vehicle operation, testing and unsafe work

You authorize reasonably necessary starting, moving, scanning, charging, lifting and road testing by us or a necessary subcontractor for the approved service, subject to licensing and insurance requirements. Disclose unsafe conditions and remove valuables, firearms, controlled substances and unsecured cargo. We are not an insurer of items left in the vehicle; responsibility is determined by law.

Road testing requires a reasonably safe vehicle and compliance with registration, licence and insurance requirements. If a required test cannot be completed, we will record the limitation. We may refuse unlawful work, unsafe shortcuts, work outside our competence or insurance, or work contrary to critical manufacturer procedures.

We will explain known conditions requiring further testing or towing. You are responsible for arranging towing and decisions made after a do-not-drive warning. Declining a recommendation does not authorize unsafe workmanship or release us from responsibility for our work. Vehicle condition, keys and custody should be recorded at handover.

12. Return visits and outside services

A diagnostic visit does not include a later repair visit unless the accepted quote says so. Return travel and service-call fees require advance disclosure and approval. An included or waived fee will not be added afterward without agreement. Covered corrective work will not attract an attendance fee contrary to the warranty or law.

Programming, machining, towing, alignment or other outside services require approval of the work, pricing and who contracts with the provider. A referral is not a promise to pay another provider's invoice. We retain any legal responsibilities for subcontracted work we arrange or supply.

Deposits, payment & aftercare

13. Deposits and customer cancellations

A deposit may be required for parts or substantial reserved time and is credited toward the bill. Special-order restrictions, non-returnable items and known restocking charges must be disclosed before you authorize the commitment.

If you cancel, you owe only authorized completed work and reasonable, disclosed, non-recoverable commitments that may lawfully be charged. We will take reasonable steps to avoid or recover costs and refund the unused deposit promptly, within any required deadline. A deposit is not automatically forfeited.

For less than 12 hours' notice, a missed appointment, no access or a customer-provided unsafe worksite, a booking or attendance fee of up to \$50 applies only if disclosed and accepted at booking and reasonably reflects the resulting loss. Travel, attendance and cancellation fees will not duplicate the same loss. We may accommodate genuine emergencies.

Weather rescheduling by Cole's Auto is covered by section 2. Our cancellation does not justify charging for unperformed work or avoidable costs. Any statutory cancellation or refund right takes priority, including any prohibition on penalties or deductions.

14. Payment and disputed charges

Payment is due at completion or lawful termination for amounts properly payable, unless written credit terms were agreed. We provide an itemized statement before requesting payment and an invoice or receipt afterward. Payment or a completion signature does not waive hidden defects or legal rights.

Accepted payment methods and any lawful card surcharge must be disclosed before you commit to that method. A card surcharge must comply with processor and card-network rules. These terms do not authorize a particular surcharge percentage or a charge to a stored card.

A reversed or returned payment remains due only if the underlying debt is valid. You retain legitimate payment-dispute rights. An otherwise due, undisputed amount remains payable. Only reasonable collection or bank costs actually incurred and recoverable by law may be claimed. These terms impose no automatic penalty, interest or legal-cost indemnity; separate credit or interest arrangements require lawful disclosure and agreement.

15. Possession, storage and property

If we lawfully hold a vehicle, keys or goods, we may use only the lien or detention rights provided by law. Mobile attendance alone does not create possession or a right to retain keys. Storage fees must be separately disclosed and lawfully chargeable.

We will not sell or treat property as abandoned except through a lawful process. These terms do not reserve ownership of paid-for parts or authorize entering private property, repossessing, disabling a vehicle or removing installed parts to collect payment without a specific lawful right and procedure.

Aftercare & workmanship coverage

16. Aftercare and wheel torque

Follow reasonable written instructions for the completed work and report related concerns promptly. **If wheels were removed, arrange a wheel-fastener torque check after 80 km**, or at the different interval stated in written manufacturer-based instructions. The correct torque specification must be used. Any return torque-check fee will be disclosed beforehand.

Stop driving and obtain assistance for wheel looseness, unusual vibration, brake concerns or other signs of unsafe operation. A torque check does not replace correct installation. Missing a check does not automatically release us from liability; any exclusion applies only to loss caused or increased by failure to follow reasonable instructions.

17. Electronics and vehicle data

Back up personal settings where possible. Battery disconnection, scanning, programming or repair may reset clocks, presets, learned values or security settings. We use reasonable care but do not assume responsibility for unavoidable resets or data loss inherent in properly authorized work, except where the law requires otherwise.

Programming and calibration may require stable power, subscriptions, credentials or dealer systems. Known material risks and separately charged operations require disclosure and approval. Your instructions do not authorize bypassing safety or security systems. A failure caused by poor preparation or performance is not treated as unavoidable.

18. Workmanship warranty

Our voluntary workmanship warranty lasts 90 days or 5,000 km from the original service, whichever comes first. It covers a verified defect directly caused by how we performed the authorized repair or installation. It does not cover the entire vehicle, unrelated components or guarantee a diagnosis.

We will inspect and correct covered workmanship within a reasonable time, without charging for covered corrective labour. The method depends on safety, the defect and parts availability. Corrections do not restart coverage unless agreed in writing or required by law.

Coverage starts at the original service date and recorded mileage. Unreliable mileage will be noted; mileage-based expiry requires reasonable evidence. **This voluntary coverage does not set a deadline for, or replace, your rights under law.**

19. Exclusions from the voluntary warranty

The following are excluded only to the extent they cause or materially contribute to the problem or additional loss:

- Normal wear, maintenance, consumables, corrosion, age-related deterioration, contamination, pre-existing damage or previous improper repairs.
- Faults outside the approved work, including new, intermittent or unrelated faults; failure, incompatibility or missing items involving customer-supplied parts.
- Misuse, collision, racing, overloading, modification, improper towing, water intrusion, freezing, overheating or operation contrary to warnings or manufacturer instructions.
- Continued driving after a warning light, leak, abnormal noise, overheating, brake concern or another clear sign of a problem.
- Work changed or repaired before we have a reasonable inspection opportunity, except where an emergency or law justifies it; unrelated changes do not automatically void coverage.
- Declined, deferred or incomplete work, or problems caused by inaccurate or withheld customer information.

Parts warranties & claims

20. Parts warranties and manufacturing defects

Manufacturer or supplier coverage is separate and may have its own duration, exclusions, claim procedures and labour allowance. We will reasonably assist with claims for parts we supplied. Supplier approval does not determine or replace our independent legal obligations, and you are not required to pursue the manufacturer first where we owe a remedy.

We do not offer additional insurance against every manufacturing, material or design defect or resulting loss. If a defect is solely the manufacturer's and we did not cause or contribute to it, our responsibility is limited to our express commitments and applicable law.

After our voluntary workmanship coverage ends, a remaining **parts-only warranty generally covers only the approved replacement part or credit**. Unless separate legal obligations or written labour coverage apply, you must approve and pay for related diagnosis, travel, removal, installation, programming, fluids, supplies and shipping. We will credit any supplier labour reimbursement for the same work you paid for. Warranty expiry does not justify charging for a remedy we must provide by law.

21. Responsibility for loss

We must perform authorized work with reasonable skill and care. We do not assume responsibility for unrelated faults, pre-existing damage or loss we did not cause or contribute to, except as required by law. The voluntary warranty does not itself promise rental cars, lost income, accommodation, towing, storage or other incidental expenses; any independent right to recover them is determined by law.

Nothing excludes liability for negligence causing personal injury or property damage, fraud, wilful misconduct, gross negligence or any non-excludable liability. There is no blanket invoice-value cap on claims. Both parties must take reasonable steps to limit avoidable loss.

22. Making a warranty claim or complaint

Contact **506-478-4091** promptly, explain the concern, and provide the invoice or enough details to identify the service. Stop using the vehicle if continued use could cause injury or further damage.

Allow a reasonable opportunity to inspect and, where applicable, correct the concern. Make the vehicle accessible at an agreed safe location. Towing or extraordinary travel is not automatically included. Obtain written approval for third-party charges where reasonably possible; emergency work to protect people or property will be considered on its facts.

Inspection or disassembly may require approval. If the defect is covered, reasonable inspection charges relating to it will not be charged. If it is not covered, authorized charges apply. We will not require prepayment that unlawfully obstructs a mandatory remedy.

Claims are assessed on evidence. A missing invoice is not automatic grounds for refusal if we can verify the service. We will explain any denial. Emergency repairs or unrelated alterations do not automatically cancel coverage; an exclusion is limited to the resulting interference with assessment or connected loss.

Both parties will try in good faith to resolve disputes directly unless urgent relief or a legal deadline makes that unreasonable. These terms do not require private arbitration, prevent a regulatory complaint, waive court access or shorten a statutory limitation period.

Records, privacy & agreement

23. Service records, privacy and communications

We may take photos, videos, scan reports, measurements and notes needed to document vehicle condition, diagnosis, approval, repairs, safety or claims. We safeguard records and retain them only as reasonably needed for business, warranty, insurance, tax, safety and legal purposes. Relevant evidence will be preserved if a dispute is reasonably expected.

Information may be shared with suppliers, subcontractors, insurers, payment processors, advisers or authorities only as reasonably necessary or required by law, with consent where required. We will not intentionally access unrelated personal vehicle data.

You agree to service-related calls, texts and emails using the details you provide. Marketing requires the consent required by law and can be stopped separately. Public advertising using your name, plate, VIN, image or messages requires separate consent. Withdrawing optional consent does not waive legal rights; we will explain any necessary effect on service.

Contact the proprietor or privacy contact listed on the work order to request access to or correction of personal information. We may verify identity before releasing records.

24. Acceptance and how these terms apply

We will provide these terms in a form you can keep before work or a deposit is authorized, with a reasonable opportunity to read them and ask questions. Acceptance must be a signature or clear approval linked to the estimate or work order and this version. Receiving a link, silence, paying an existing debt or accepting completed work does not by itself mean you accepted new terms in advance.

The agreement includes these terms, the accepted estimate or work order, recorded approvals and agreed job-specific commitments. An invoice cannot add new charges or restrictions afterward without valid agreement. Important verbal promises should be recorded; this clause does not remove their legal effect.

Mandatory law takes priority, followed by an expressly agreed job-specific term over an inconsistent general term. Approved changes apply only to the work and pricing approved. Electronic copies and signatures may be used where lawful. If one provision is invalid, only the necessary part is limited or removed. A one-time exception is not a permanent waiver.

New Brunswick law and applicable Canadian law govern. Proceedings may be brought in a court with lawful jurisdiction in New Brunswick, subject to mandatory jurisdiction rules. Any applicable direct-sales, remote-contract, licensing, disclosure or cancellation requirements must also be met. These terms do not replace prescribed forms or notices. Requesting immediate work does not by itself waive a cooling-off or refund right.

This version applies to new agreements when accepted. It does not change earlier agreements retrospectively. Later revisions apply only prospectively unless lawfully agreed otherwise.