

RISKS INVOLVED IN FITTING OF CUSTOMER SUPPLIED or SECOND HAND PARTS

MTA-SA has recently had a number of queries from members on the liabilities associated with the installation of customer supplied (working component) part/s in repair work. Clearly this is a cost cutting strategy by customers who can access parts from local scrapyards or purchase them online. Members should be wary of the possible implications when requested to fit such parts in any repair work – with no history of the part/ authenticity etc.

Can a customer be liable for supplying their parts in the event of failure?

1. If a customer “chooses” to purchase a second hand panel/accessory that, on inspection, has no apparent defects such as fatigue/cracks/welds then **warn the customer verbally (and by email) prior to doing the job and then critically note on the invoice that the customer refused to allow the repairer to supply new replacement parts so the customer therefore runs the risk of any subsequent failure.** The Courts will be lenient toward the customer unless they clearly knew and understood the risks and refused professional advice – which may include a statement that the repair is uneconomic!
2. By contrast if components such as an ECU/gearbox/radiator/cylinder head etc. are supplied by the customer, the risks of repairer liability are always there. Such components are usually part of an electronic/electrical/mechanical/hydraulic and/cooling systems - which are frequently interrelated – as can be the case with subsequent failure and fault diagnosis. Simply trying to analyse the principle cause/s of subsequent failure is both time consuming, often complex and maybe even be a design fault. Sometimes fitting a bypass switch is quicker than rectifying an ECU malfunction!

When fitting such components, the onus is on the repairer to assess the condition, reliability, performance and suitability of these parts prior to or when installing as the Courts hold the repairer to be the professional expert.

What can be done to assist the repairer? **Attempt to minimise liability by warning the customer verbally (and by email) prior to doing the job and then critically note on the invoice that they refused to allow the repairer to supply these parts so he therefore runs the risk of any subsequent failure.** However the bottom line is by accepting to fit the parts you accept partial or complete responsibility for risks of failure.

Should a repairer refuse to fit second hand parts?

1. In theory yes ... and certainly with newer vehicles under warranty that is the least risk.
2. In practice, depending on parts availability and delays, only used parts may be available. In such case, liability starts with the repairer if quality/appropriateness of the part (e.g. used engine) cannot be adequately tested/ checked prior to installation and operation.

Members may also consider a Poster Disclaimer at the workplace which can indicate the following:

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TAKE NOTICE: CUSTOMER SUPPLIED PARTS – APPLIES TO ALL CUSTOMERS
• Due to possible liability claims, we may refuse to fit parts supplied by a customer.
• This automotive business does offer warranty on labour; however, it cannot offer warranty or guarantees on parts supplied by customers.
• This business cannot be held liable for any faults arising from the fitment of non-authorized parts.
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Members are therefore clearly informing customers that the business has a choice in fitting customer supplied parts or not, and in the event where such work is performed there is a disclaimer on any faults that may arise from fitting such parts.

Members interested in discussing the above further should contact the IR Department of MTA -SA.