

**Toowoomba Heavy Diesel Pty Ltd**  
8 Spalding Street  
Harristown QLD 4350  
Tel. 0438132798  
toowoombaheavydiesel.com.au  
ABN 11 161 370 823  
admin@toowoombaheavydiesel.com.au



PLEASE PAY BY  
**28/11/2025**

AMOUNT  
**\$38734.07**

INVOICE DATE  
**29/10/2025**

**TAX INVOICE NO. 12919**

**Site:** 304TWP - Darren  
**Order No.:** 304TWP  
**Job Name:** Truck B service + trailers.

K's: 759834, Hrs: 32462

**Work Scope**

1. Complete B service. Done.
2. Inverter has stopped working. Done.
3. Please recheck all coolant hoses. Done.
4. Driver can smell coolant from time to time. Check where leaks maybe. Done.
5. Steering is rattling, please inspect UJ's, may require steering column replacement. OK.
6. He is bringing the B double set of service + inspection & defects repairs, please check for air leaks on service + park circuits. Continue changing air bags and boosters.
7. Replace seals on cross & diff locks please. Done.
8. Pyro sender unit replace please. Done.
9. Gearbox output shaft seal housing leaking. Next Service. Ross to order.
10. UJ's in driveline maybe due. 2 have been done. Ross order one more main UJ
11. PTO pump hydraulic hoses require R&R. Not Done.
12. Shackle pins & bushes beyond wear spec. Front springs worn and flat & due for replacement. Fit spares from stock. Order 2 bushes & 6 pins. Done.
13. Cooler hose rubbing in front of radiator on bonnet. Done.
14. Tank strap rubbers. Rubbers in stock. Not done.
15. Turntable overhaul. Done.
16. Complete full air leak identification as bags drop quickly. Done.

**Jesse Pretten (01/10/2025) – Work Note** Inspected diff centre and found damaged pinion. Prepared unit for transport for exchange. Removed air fittings and cross-lock hardware and transferred them to the new diff centre. Removed through-shaft housing, stripped and cleaned housing, shaft, and yoke. Pressed on new bearings and installed new bearing cones in housing. Cut sealing grooves in diff housing for through-shaft and centre. Replaced pyrometer sender. Drained and refilled coolant, replaced coolant taps and lower radiator hose clamp. Completed B service.

**Jack Wild (01/10/2025) – Work Note** Jacked up truck and installed stands. Removed U-bolts and shackle pins, removed springs, pressed in new bushes, fitted new springs (old springs out of Ricks truck) and hardware, and purged shackle pins.

**Sam Elmes (01/10/2025) – Work Note** Removed the leaf pack and pressed out the bush. Pulled out the old bushes, which grabbed and required cutting out. Installed new bushes and successfully mounted the new leaf pack. Cleaned up the workspace and dropped trailers out the front.

**Jesse Pretten (02/10/2025) – Work Note** Inspected diff centre and found damaged pinion. Prepared unit for transport for exchange. Removed air fittings and cross-lock hardware and transferred them to the new diff centre. Removed through-shaft housing, stripped and cleaned housing, shaft, and yoke. Pressed on new bearings and installed new bearing cones in housing. Cut sealing grooves in diff housing for through-shaft and centre.

**Jack Wild (02/10/2025) – Work Note** Jacked up truck and installed stands. Removed U-bolts and shackle pins, then removed springs. Pressed in new bushes and fitted new springs with all hardware, purging the shackle pins. Removed and replaced Panhard rod bushes, washed the turntable, and removed and replaced the jaw and slide.



|                                    |                             |                                   |
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Fitted new cushions and tightened all bolts to specification.

**Sam Elmes (02/10/2025) - Work Note** Removed and replaced the left-hand side leaf pack. Stripped out all front drive brakes, removed and replaced the S-cam bushes, and reinstalled brakes. Welded and punched out bearing cups, new ones have been ordered. Packed up tools after completing work.

**Katrina Nothdurft (02/10/2025) - Work Note** Sourced and collected required parts to ensure the truck could be repaired and returned to service as soon as possible.

**Drew Brewer (03/10/2025) - Work Note** Assisted in fitting front diff.

**Jesse Pretten (03/10/2025) - Work Note** Reinstalled new diff centre with sealant and tightened all bolts to specification. Installed new yoke and nut to diff using anti-seize and torqued to specification. Reinstalled all brackets and reconnected air lines using thread sealant. Cleaned centre bearing yoke and wire-wheeled drive shaft bolts before reinstalling and torquing them to specification. Installed new diff oil filter and filled with synthetic gear lube. Tested cross and inter-axle locks—both operating correctly. Cleaned and tidied work area after completion.

**Jack Wild (03/10/2025) - Work Note** Cleaned sealing surface for through-shaft glue surface and fitted through-shaft, torqued to specification. Fitted jack shaft and torqued to specification. Fitted drive tyres and carried out torque procedure. Fitted axles and torqued to specification.

**Sam Elmes (03/10/2025) - Work Note** Cleaned hubs and installed new bearing races, new bearings, and seals. Prepared stub for installation and packed up tools.

**Ross Martyr (12/10/2025) - Work Note** Unpacked bunk, bed, Engel fridge, rear dog box locker, and passenger-side dog box locker. Discarded rubbish and blew out all toolboxes. Removed jack and other tooling. Prepared new inverter for mounting and sourced mounting hardware. Removed both icepack and inverter fuses to prevent shorting. Accessed behind mounting walls, measured, and planned cable routing to minimise install time. Drilled, mounted, and bolted inverter, shortened auxiliary cabling, and mounted to new inverter. Connected old piggyback wiring harnesses. Disassembled old harness and heavy cables, pulled back under bunk, removed gland, marked and drilled new location for gland fitting, mounted new gland, cut blanking plate for old gland hole, glued and secured closed. Shortened old piggyback cabling, crimped new lug ends, cleaned and mounted to inverter. Ran in old heavy cables and mounted to inverter. Ran icepack and stabilised batteries at 13.8 VDC. Reinstalled both 150-amp fuses, switched on inverter, and load-tested with kettle—voltage dropped to 10.5 VDC and faulted. Found cabling too long and undersized. Built new positive cable, fitted new 150-amp breaker into battery box, and ran new supply cable to positive terminal. Drilled floor, made new blanking gland rubber, ran new positive cable to inverter, and terminated. Retested inverter under load—improved to 11 VDC. Found earth stud rusted and incorrectly mounted to painted surface. Disassembled earth stud, cleaned all surfaces, upgraded mounting bolt, made and fitted new earth cable from inverter to bunk frame and new earth cable from battery negative to earth stud. Retested inverter—stable at 11.5 VDC under load. Drilled bunk dog box floor, mounted jack plate, cut and drilled new underside support bracket from 30x30 angle, mounted and bolted in place, mounted jack, refitted floor mat, and trimmed to fit.

**Jesse Pretten (12/10/2025) - Work Note** Took weight off chassis and replaced six airbags on B-trailer, including air fittings. Extra fittings used as shown in photos.

### Maintenance

| Item                                         | Quantity | Unit Price | Total    |
|----------------------------------------------|----------|------------|----------|
| Oil, Engine, 15w-40 Delo 400 MGX Per/L       | 47.00    | \$5.72     | \$268.84 |
| Filter, Engine lube, spin on. Cummins ISX.   | 1.00     | \$82.96    | \$82.96  |
| Grease, EP2, Per/Kg                          | 4.00     | \$15.84    | \$63.36  |
| Isolator rubber, Loard, Upper, KW, rad stay. | 8.00     | \$42.51    | \$340.08 |
| Tap, heater, 3/8" BSP x 5/8" Tail            | 2.00     | \$31.22    | \$62.44  |

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**Maintenance**

| Item                                                                                                                                                                       | Quantity | Unit Price | Total     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------|
| Clamp, suit 3" Coolant hose, T-bolt.                                                                                                                                       | 1.00     | \$18.87    | \$18.87   |
| Bush, threaded, KW steer springs & hangers.                                                                                                                                | 4.00     | \$101.42   | \$405.68  |
| Front Shackle Pins                                                                                                                                                         | 2.00     | \$68.99    | \$137.98  |
| Rear Shackle Pins                                                                                                                                                          | 4.00     | \$56.60    | \$226.40  |
| Diff centre, front, 23/160, 4.56, Meritor, exchange.                                                                                                                       | 1.00     | \$9947.50  | \$9947.50 |
| Kit, actuator, shift Cross lock                                                                                                                                            | 2.00     | \$152.94   | \$305.88  |
| Kit, actuator, air shift cylinder, Power divider.                                                                                                                          | 1.00     | \$132.02   | \$132.02  |
| Bearing, Set, thru-shaft, Meritor, 140,145,160                                                                                                                             | 2.00     | \$56.87    | \$113.74  |
| Seal, Through shaft, 140/145/160, Meritor                                                                                                                                  | 1.00     | \$161.07   | \$161.07  |
| Nut, Through shaft, 140/5&160/RI140/5, Meritor.                                                                                                                            | 1.00     | \$57.93    | \$57.93   |
| O-ring, Power divider, 160/180, meritor.                                                                                                                                   | 1.00     | \$25.47    | \$25.47   |
| Filter, spin on, Meritor, Front diff.                                                                                                                                      | 1.00     | \$24.95    | \$24.95   |
| Breather, diff, KW, 3/4 MALE                                                                                                                                               | 2.00     | \$30.32    | \$60.64   |
| Oil, diff, Syn gear 80W140, 20LTR                                                                                                                                          | 1.00     | \$211.85   | \$211.85  |
| SET WHEEL BEARING                                                                                                                                                          | 2.00     | \$100.19   | \$200.38  |
| Seal, drive, CR, High temp, long haul, classic.                                                                                                                            | 2.00     | \$119.12   | \$238.24  |
| Axle, drive, half shaft, 160 43.93" Long, 46SPL.                                                                                                                           | 2.00     | \$42.75    | \$85.50   |
| Axle, drive, half shaft, 160 37.4" Short, 46SPL                                                                                                                            | 1.00     | \$1104.00  | \$1104.00 |
| Universal Joint, RPL25, Main Shaft                                                                                                                                         | 1.00     | \$810.75   | \$810.75  |
| Greaseless Diff-Yoke RLP25 driveline. half round                                                                                                                           | 1.00     | \$322.00   | \$322.00  |
| S-CAM 28S 11.6" R/H                                                                                                                                                        | 1.00     | \$436.72   | \$436.72  |
| S-CAM 28S 11.6" L/H                                                                                                                                                        | 1.00     | \$149.85   | \$149.85  |
| BUSH-S CAM STEEL MACK DRV AXLE                                                                                                                                             | 1.00     | \$149.85   | \$149.85  |
| BUSH-S CAM DRIVE AXLE 8MM FLNG                                                                                                                                             | 2.00     | \$56.30    | \$112.60  |
| Cushion kit, Turntable foot, Jost.                                                                                                                                         | 2.00     | \$43.19    | \$86.38   |
| Kit, wear ring, 4 bolt. JSK42                                                                                                                                              | 1.00     | \$344.20   | \$344.20  |
| Pads, greaseless wear pad set, 6 hole, Jost.                                                                                                                               | 1.00     | \$201.25   | \$201.25  |
| Coupling, straight, 3/16, Groeneveld                                                                                                                                       | 1.00     | \$333.50   | \$333.50  |
| ELBOW 3/8 NYLON-1/4 BSP 90 SWIVEL                                                                                                                                          | 1.00     | \$20.80    | \$20.80   |
| Deutsch DT 2 Way Kit                                                                                                                                                       | 12.00    | \$20.00    | \$240.00  |
| BRANCH TEE 3/8 NYLON - 1/4                                                                                                                                                 | 1.00     | \$22.50    | \$22.50   |
| JOINER 3/8 QC PUSH FIT WAF                                                                                                                                                 | 14.00    | \$37.77    | \$528.78  |
| Fitting, 3/8 joiner, compression                                                                                                                                           | 6.00     | \$19.98    | \$119.88  |
| Sealco Valve spring brake                                                                                                                                                  | 6.00     | \$14.61    | \$87.66   |
| Chamber, brake booster, 24/30 size.                                                                                                                                        | 2.00     | \$155.25   | \$310.50  |
| Air bag Hxson C20901, SP0055M                                                                                                                                              | 12.00    | \$75.00    | \$900.00  |
| Freight                                                                                                                                                                    | 12.00    | \$178.25   | \$2139.00 |
| Nut Hardware kit, air bag mounting, pair.                                                                                                                                  | 1.00     | \$18.18    | \$18.18   |
| Plug, 1/4 NPT, air bag bung.                                                                                                                                               | 6.00     | \$224.25   | \$1345.50 |
| Sensor, Pyro, VD O 2 wire.                                                                                                                                                 | 12.00    | \$6.12     | \$73.44   |
| Sublet - Auto Electrician, Diagnose & remove failed old inverter, cause of failure was overloading & undervoltage DC power supply, supply new inverter by Projecta, 2100W. | 1.00     | \$295.67   | \$295.67  |
|                                                                                                                                                                            | 1.00     | \$0.00     | \$0.00    |

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## TAX INVOICE NO. 12919

### Maintenance

| Item                                                                                                                                                                                                                                                                        | Quantity  | Unit Price | Total             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|-------------------|
| CONSUMABLES - includes - Parts hotwash unit, cleaning fluid, brakeclean, anti-seize, cable ties, lubricant, Oxy/Acetylene, loctite, sealant, o rings, rags, degreaser, terminals, cable, crimps, conduit, welding wire/gas, gouging rods, paint & grinding discs as needed. | 10.00     | \$12.50    | \$125.00          |
| Washer, lock tab, drive, HD                                                                                                                                                                                                                                                 | 2.00      | \$20.25    | \$40.50           |
| Labour Technician NT                                                                                                                                                                                                                                                        | 86.25 hrs | \$120.00   | \$10350.00        |
| Apprentice NT                                                                                                                                                                                                                                                               | 2.25 hrs  | \$90.00    | \$202.50          |
| Labour Technician DT                                                                                                                                                                                                                                                        | 6.50 hrs  | \$180.00   | \$1170.00         |
| <b>Sub-Total ex GST</b>                                                                                                                                                                                                                                                     |           |            | <b>\$35212.79</b> |

Thank you.

|                         |                   |
|-------------------------|-------------------|
| <b>Sub-Total ex GST</b> | <b>\$35212.79</b> |
| <b>GST</b>              | <b>\$3521.28</b>  |
| <b>Total inc GST</b>    | <b>\$38734.07</b> |
| <b>Amount Applied</b>   | <b>\$0.00</b>     |
| <b>Balance Due</b>      | <b>\$38734.07</b> |

### How To Pay



#### Direct Deposit

Bank **CBA**  
 Acc. Name **Toowoomba Heavy Diesel Pty Ltd**  
 BSB **064446**  
 Acc. No. **10291084**



#### Credit Card ()

Pay Online [thd.simprosuite.com/payment/](http://thd.simprosuite.com/payment/)  
 Please call 0438132798 to pay over the phone.

INVOICE NO. 12919

|                  |                   |                    |                   |
|------------------|-------------------|--------------------|-------------------|
| <b>DUE DATE:</b> | <b>28/11/2025</b> | <b>AMOUNT DUE:</b> | <b>\$38734.07</b> |
|------------------|-------------------|--------------------|-------------------|

## 1 Definitions and interpretation

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### 1.1 Definitions

In this agreement unless the context indicates otherwise, the following words have the following meanings:

Toowoomba Heavy Diesel means Toowoomba Heavy Diesel Pty Ltd ABN: 11161370823

Background IP means Intellectual Property of Toowoomba Heavy Diesel which was in existence prior to the commencement of this agreement, or which is subsequently developed by Toowoomba Heavy Diesel independently of and for purposes unconnected with this agreement.

Client means the Party who engages Toowoomba heavy Diesel to provide the Services.

Confidential Information includes any information marked as confidential and any information received or developed by Toowoomba heavy Diesel during the term of this agreement, which is not publicly available and relates to processes, equipment and techniques used by the Client in the course of the Client's business. This includes all information, data, drawings, specifications, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics, proposals, and intentions, technical data and marketing information such as customer lists, financial information and business plans.

Consumer Guarantee means a guarantee applicable to the supply of goods or services which is incorporated into this agreement pursuant to part 3-2, division 1 of the Australian Consumer Law.

Contract IP means Intellectual Property created by Toowoomba heavy Diesel in the course of performing its obligations under this agreement.

Deliverable means the goods or services to be supplied by Toowoomba heavy Diesel pursuant to this agreement.

Facilities means working space, computer equipment, access to the internet and the Client's computer network, telecommunications system and similar. It includes access to such resources but also use of them to the extent required by Toowoomba heavy Diesel in order to perform the Services.

Fees means the amounts payable by the Client to Toowoomba heavy Diesel for providing the Services as advised by Toowoomba heavy Diesel.

Force Majeure Event means any occurrence or omission as a direct or indirect result of which the Party relying on it is prevented from or delayed in performing any of its obligations under this agreement and which is beyond the reasonable control of that Party and could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency.

GST Law means the same as in the A New Tax System (Goods and Services Tax) Act 1999.

Intellectual Property means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, service marks, designs, patents, circuit layouts, Page 2 of 9 plant varieties, business and domain names, database rights, confidential information, know how, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields existing anywhere in the world, whether or not registered or capable of registration, and any goodwill associated with such activity and any applications, renewals and extensions of such rights.

Losses means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

Parties means Toowoomba Heavy Diesel and the Client, and Party means either one of them.

Personal Information has the meaning as defined in any applicable Privacy Law.

Privacy Law means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage and transmission of Personal Information which is applicable to a Party in the performance of its obligations under this agreement, including without limitation any codes, principles or guidelines contained in or arising out of such legislation.

Services means the services to be provided by Toowoomba Heavy Diesel under this agreement.

Specification means any details of the Services set out in any document provided by Toowoomba Heavy Diesel.

Toowoomba Heavy Diesel's Personnel means any person that Toowoomba Heavy Diesel designates to perform the Services on Toowoomba Heavy Diesel's behalf.

Termination Date means the earlier of:

- (a) the date of termination of this agreement by the Client or Toowoomba Heavy Diesel; and
- (b) the date of expiry of this agreement.

### 1.2 Interpretation

In this agreement unless the context otherwise requires:

- (a) words importing any gender include every gender;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing persons include firms, companies and corporations and vice versa;
- (d) references to numbered clauses are references to the relevant clause of this agreement;
- (e) reference in any schedule to this agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- (f) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- (g) the headings to the clauses of this agreement are not to affect the interpretation;
- (h) any reference to an enactment includes a reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment; and
- (i) the word "including" (and related forms including "includes") means "including without limitation".

## 2 Services

- (a) Toowoomba Heavy Diesel will provide the Services to the Client in consideration for the Client paying the Fees to Toowoomba Heavy Diesel, subject to the provisions of this agreement.
- (b) Toowoomba Heavy Diesel and the Client will agree on the time and place for the performance of the Services, subject to the availability of Toowoomba Heavy Diesel 's staff and agents.
- (c) Toowoomba Heavy Diesel will use reasonable endeavours to complete the Services by any date agreed by the Parties.
- (d) The Services will be performed by the employees or agents that Toowoomba Heavy Diesel may choose as most appropriate to carry out the Services.

## 3 Location

Toowoomba Heavy Diesel will provide the Services in places and locations as Toowoomba Heavy Diesel considers appropriate to the type and nature of the requirements of the Client.

## 4 Fees

### 4.1 Payment of Fees

- (a) In consideration of the provision of the Services in accordance with this agreement, the Client will pay the Fees to Toowoomba Heavy Diesel.
- (b) Where Toowoomba Heavy Diesel 's charges are based on an hourly rate, any time spent which is less than an hour is charged on a pro-rata basis.
- (c) The Client acknowledges that the Fees are exclusive of any GST that may be charged by Toowoomba Heavy Diesel to the Client and, therefore, Toowoomba Heavy Diesel will be entitled to add on GST.

### 4.2 Invoicing

- (a) Toowoomba Heavy Diesel will provide the Client with a tax invoice in accordance with the GST Law in relation to the Fees.
- (b) Payment will be made by the Client to Toowoomba Heavy Diesel within the period specified in the invoice.

### 4.3 Variation of Fees

Where Toowoomba Heavy Diesel 's charges are based on an hourly rate, Toowoomba Heavy Diesel may vary the rate with written notice to the Client 7 days prior to the change being implemented.

### 4.4 Costs and disbursements

Toowoomba Heavy Diesel is permitted to charge for all costs and expenses incurred in performing the Services, including travelling, photocopying, courier services, and postage.

### 4.5 Failure to pay

If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in this agreement, Toowoomba Heavy Diesel is entitled to do any or all of the following:

- (a) charge interest on the outstanding amount at the contract default interest rate published by the Queensland Law Society, accruing daily;
- (b) require the Client to pay, in advance, for any Services (or any part of the Services) which have not yet been performed; and
- (c) not perform any further Services (or any part of the Services).

### 4.6 Disputed invoices

If the Client disputes the whole or any portion of the amount claimed in an invoice submitted by Toowoomba Heavy Diesel, the Client must:

- (a) pay the portion of the amount stated in the invoice which is not in dispute in accordance with the terms of payment set out in this agreement; and
- (b) notify Toowoomba Heavy Diesel in writing (within 7 days of receipt of the invoice) of the reasons for disputing the remainder of the invoice.

## 5 Client's obligations

(a) During performance of the Services, the Client will:

- (i) cooperate with Toowoomba Heavy Diesel as it reasonably requires;
- (ii) provide the information and documents that Toowoomba Heavy Diesel reasonably requires;
- (iii) make available to Toowoomba Heavy Diesel such Facilities as Toowoomba Heavy Diesel reasonably requires; and
- (iv) ensure that the Client's staff and agents cooperate with and assist Toowoomba Heavy Diesel.

(b) The Client will not charge for Toowoomba Heavy Diesel 's use of the Facilities made available by the Client.

(c) If the Client does not provide the Facilities that Toowoomba Heavy Diesel reasonably requires (and within the time period) to perform the Services, then any additional costs and expenses which are reasonably incurred by Toowoomba Heavy Diesel will be paid by the Client.

## 6 No partnership or employment relationship

- (a) Nothing in this agreement constitutes the relationship of employer and employee between the Client and Toowoomba Heavy Diesel or between the Client and Toowoomba Heavy Diesel 's Personnel.
- (b) It is the express intention of the Parties that any such relationships are denied.

## 7 Use of subcontractors

- (a) Toowoomba Heavy Diesel is permitted to use other persons to provide some or all of the Services.
- (b) Toowoomba Heavy Diesel is responsible for the work of any of Toowoomba Heavy Diesel 's subcontractors.
- (c) Any work undertaken by any of Toowoomba Heavy Diesel 's subcontractors will be undertaken to the same or a higher standard as stated in any Specification.

## 8 Disclosure and ownership of Intellectual Property

- (a) The Parties agree that other than as expressly provided in this clause, nothing in this agreement transfers or grants to any party any right, title or interest in or to any Intellectual Property in any Background IP. Toowoomba Heavy Diesel grants to the Client a non-exclusive licence to use the Background IP to the extent necessary for the Client to derive full benefit from its acquisition of the Deliverables.
- (b) The Client acknowledges that ownership of the Contract IP remains vested in Toowoomba Heavy Diesel. Toowoomba Heavy Diesel grants to the Client a non-exclusive licence to use the Contract IP for the sole purpose of enabling the Client to derive full benefit from its acquisition of the Deliverables.
- (c) The obligations accepted by the Parties under this clause survive termination or expiry of this agreement.

## 9 Confidentiality

- (a) A Party which receives Confidential Information (Recipient) from the other Party (Discloser) must keep the Discloser's Confidential Information confidential and not deal with it in any way that might prejudice its confidentiality.
- (b) The Recipient's obligations in relation to the Confidential Information will continue for as long as the Confidential Information is maintained on a confidential basis by the Discloser.
- (c) At the Termination Date, or when earlier directed by the Discloser:
- (i) all Confidential Information must be returned to the Discloser, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that the Recipient makes and any software that the Recipient creates based on the Confidential Information; and
  - (ii) the Recipient must erase and destroy any copies of any software containing or comprising the Confidential Information in the Recipient's possession or under the Recipient's control or that may have been loaded onto a computer possessed or controlled by the Recipient.
- (d) The Confidential Information does not include information which:
- (i) is generally available in the public domain otherwise than as a result of a breach of clause 9(a) by Toowoomba Heavy Diesel; or
  - (ii) was known by the Recipient prior to the Discloser disclosing the information to Toowoomba Heavy Diesel.
- (e) The Recipient indemnifies the Discloser fully against all liabilities, costs and expenses which the Discloser may incur as a result of any breach of this clause 9 by the Recipient.
- (f) The Recipient acknowledges that damages may be an inadequate remedy for breach of this clause 9 and that the Discloser may obtain injunctive relief against the Recipient for any breach of this clause 9.
- (g) The obligations accepted by the Recipient under this clause 9 survive termination or expiry of this agreement.

## 10 Privacy

- (a) The Client is responsible for obtaining all relevant consents from, and providing all relevant notices to, individuals whose Personal Information is provided by the Client to Toowoomba Heavy Diesel in connection with this agreement so as to ensure that Toowoomba Heavy Diesel's dealings with that information pursuant to this agreement comply with Toowoomba Heavy Diesel's obligations under any Privacy Law.
- (b) The Client indemnifies Toowoomba Heavy Diesel against, and must pay Toowoomba Heavy Diesel on demand the amount of, all Losses arising out of its failure to comply with clause 10(a).
- (c) The Client must:
- (i) immediately notify Toowoomba Heavy Diesel if it becomes aware of any unauthorised access to, or unauthorised disclosure of, Personal Information under its control by virtue of this agreement, and provide advice as to whether it considers that such security breach may result in serious harm to any individual to whom the information relates;
  - (ii) comply with any directive from Toowoomba Heavy Diesel as to which Party will discharge any statutory reporting obligation arising from the incident;
  - (iii) conduct or assist Toowoomba Heavy Diesel in conducting a reasonable and expeditious assessment of the breach or suspected breach; and
  - (iv) ensure compliance with all mandatory data breach reporting obligations arising out of the breach or suspected breach.

## 11 Warranties, liability and indemnities

### 11.1 Warranties

- (a) Toowoomba Heavy Diesel warrants that it will use reasonable care and skill in performing the Services to the standard generally accepted within the industry in which Toowoomba Heavy Diesel operates for the type of Services provided by Toowoomba Heavy Diesel.
- (b) If Toowoomba Heavy Diesel performs the Services (or any part of the Services) negligently or materially in breach of this agreement, then, if requested by the Client, Toowoomba Heavy Diesel will re-perform the relevant part of the Services, subject to clause 11.6.
- (c) The Client's request referred to in clause 11.1(b) must be made within 3 months of the date Toowoomba Heavy Diesel completed performing the Services.

### 11.2 Insurance

Toowoomba Heavy Diesel must take out the following insurance:

- (a) worker's compensation insurance as prescribed by law for Toowoomba Heavy Diesel's Personnel; and
- (b) public liability insurance for a minimum of \$10 million for each occurrence.

(a) Toowoomba Heavy Diesel is solely responsible for the payment to Toowoomba Heavy Diesel's employees and agents of all amounts due by way of salary, superannuation, annual leave, long service leave and any other benefits to which they are entitled as Toowoomba Heavy Diesel employees or agents.

(b) Toowoomba Heavy Diesel must otherwise comply with legislation applicable to Toowoomba Heavy Diesel employees and agents.

### 11.4 Compliance with all laws

In performing the Services, Toowoomba Heavy Diesel must comply with all relevant laws and lawful requirements.

#### 11.5 No warranties in relation to completion

Toowoomba Heavy Diesel provides no warranty that any result or objective can or will be achieved or attained at all or by a given completion date or any other date, whether stated in this agreement, the Specification or elsewhere.

#### 11.6 Limitation on liability

- (a) Except in the case of death or personal injury caused by Toowoomba Heavy Diesel's negligence, the liability of Toowoomba Heavy Diesel under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise must not exceed the Fees paid by the Client to Toowoomba Heavy Diesel under this agreement.
- (b) Neither Party is liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.
- (c) Toowoomba Heavy Diesel's liability for failure to comply with a Consumer Guarantee is, where permitted by law, limited to:
- (i) in the case of goods supplied to the Client, the replacement of the goods or the supply of equivalent goods (or the payment of the cost to the Client of the replacement or supply), or the repair of the goods (or the payment of the cost to the Client of the repair); and
  - (ii) in the case of Services supplied to the Client, the supply of the Services again or the payment of the cost to the Client of having the Services supplied again.

#### 11.7 No reliance.

Each of the Parties acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement. Any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

#### 11.8 Survival of obligations

The obligations accepted by Toowoomba Heavy Diesel and the Client under this clause 11 survive termination or expiry of this agreement.

#### 12 Termination

- (a) Either Party may terminate this agreement by notice in writing to the other if the Party notified:
- (i) fails to observe any term of this agreement; and
  - (ii) fails to rectify the breach, to the satisfaction of the notifying Party, following the expiration of 14 days' notice of the breach being given in writing by the notifying Party to the other Party.
- (b) Either Party may terminate this agreement immediately upon the happening of any of the following events:
- (i) if the other Party commits a material breach of this agreement which is incapable of rectification;
  - (ii) if the Client enters into a deed of arrangement or an order is made for it to be wound up;
  - (iii) if an administrator, receiver or receiver/manager or a liquidator is appointed to the Client pursuant to the Corporations Act 2001; or
  - (iv) if the Client would be presumed to be insolvent by a court in any of the circumstances referred to in the Corporations Act 2001.
- (c) Upon termination of this agreement, any fees, expenses or reimbursements payable by the Client to Toowoomba Heavy Diesel in respect of any period prior to the Termination Date must be paid by the Client within 14 days after the Termination Date.

#### 13 General

##### 13.1 Force Majeure

- (a) Neither Party has any liability under or may be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from a Force Majeure Event.
- (b) The Party affected by these circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- (c) If such circumstances continue for a continuous period of more than 3 months, either Party may terminate this agreement by written notice to the other Party.

##### 13.2 Amendment

This agreement may only be amended in writing signed by duly authorised representatives of the Parties.

##### 13.3 Assignment

- (a) Subject to clause 13.3(b), neither Party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without the prior written agreement of the other Party.
- (b) A Party may assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this agreement.

##### 13.4 Entire agreement

- (a) This agreement contains the whole agreement between the Parties in respect of the subject matter of this agreement.
- (b) The Parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.

#### 13.5 Waiver

- (a) No failure or delay by Toowoomba Heavy Diesel in exercising any right, power or privilege under this agreement will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- (b) The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

#### 13.6 Agency, partnership etc

- (a) This agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this agreement.
- (b) Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

#### 13.7 Further assurance

Each Party to this agreement must at the request and expense of the other do all things reasonably necessary to carry out the provisions of this agreement or to make it easier to enforce.

#### 13.8 Severance

If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this agreement.

#### 13.9 Announcements

- (a) Subject to clause 13.9(b), no Party may issue or make any public announcement or disclose any information regarding this agreement unless prior to such public announcement or disclosure it furnishes the other Party with a copy of such announcement or information and obtains the approval of the other Party to its terms.
- (b) No Party will be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

#### 13.10 Notices

A notice or other communication connected with this agreement has no legal effect unless it is in writing. In addition to any other method of service provided by law, the notice may be sent by prepaid post to the address of the addressee as set out in this agreement or sent by email to the email address of the addressee.

#### 13.11 Law and jurisdiction

This agreement takes effect, is governed by, and will be construed in accordance with the laws from time to time in force in Queensland, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Queensland.