

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
28/03/2026

AMOUNT
\$20318.66

INVOICE DATE
18/02/2026

TAX INVOICE NO. 13078

Site: 705YDX
Order No.:
Job Name: Replacing camshaft & rollers

KM's: 558723 **Hr's:** 31369

Work description:

Jesse Pretten (27/01/2026) – Work Note

Drained coolant. Removed all hoses, tie-downs, and cooling pack. Separated intercooler for repair. Sent radiator away for cleaning. Ordered required parts. Removed cab side trims and loosened cab mounts. Jacked up cab and supported on blocks. Cleaned engine and firewall with compressed air. Removed breather hose and rocker cover bolts.

Jesse Pretten (28/01/2026) – Work Note

Removed timing cover. Following procedure, removed camshaft idler gear and cam gear. Removed cam retaining plate. Removed rocker arm assembly and old camshaft. Inspected cam bearings – all OK. Applied assembly lubricant to cam bearings and installed new camshaft. Cleaned cam gear, camshaft idler gear, and cam retaining plate. Fitted retaining plate with new O-rings and torqued to specification. Cleaned camshaft nose and gear taper and installed. Inspected idler gear bearing – OK, lubricated and installed. Set gear backlash following procedure and torqued all gear bolts to specification. Inspected rocker arms and began removing old worn rollers.

Blake Coleman (28/01/2026) – Work Note

Changed air filters. Removed thermostat. Removed and washed axles. Assisted with removal of rear differential. Assisted with removal of camshaft, rockers, plates, and related engine components. Assisted with refitting rear differential.

Drew Brewer (28/01/2026) – Work Note

Drained oil from rear differential. Removed axles and driveshaft. Loosened torsion bar and torque rods. Removed differential. Cut tracks in mounting face and cleaned. Glued four magnets in place. Cleaned differential and refitted into housing.

Sam Elmes (28/01/2026) – Work Note

Attempted crack dye test on bottom tank several times with no visible results. Heated area with oxy with no change. Fabricated rubber block to bolt on tank to allow pressurising.

Jesse Pretten (29/01/2026) – Work Note

Unbolted front engine mounts and lifted front of engine. Removed front engine mount assembly. Pressed out old mounts. Found support bracket for front engine mount cracked. Removed bracket from chassis rail. V-grooved crack from both sides, preheated, welded three passes, and finished smooth. Wrapped and allowed to cool naturally. Painted bracket and reinstalled. Reinstalled front engine mounts and lowered engine onto mounts. Reinstalled Horton fan hub. Installed new thermostat and seal into housing and refitted cover. Installed A/C compressor, A/C belt, and main drive belt. Reinstalled radiator and engine fan.

Drew Brewer (29/01/2026) – Work Note

Glued differential in place and torqued all bolts. Fitted jackshaft. Fitted torsion bar. Tightened torque rod arm bolts. Filled differential with oil. Fitted ride height arms. Resealed cross-lock actuator. Removed and refitted rear right slack adjuster. Adjusted brakes. Cleaned work area.

Blake Coleman (29/01/2026) – Work Note

Cleaned under and around truck. Pressure-tested intercooler. Installed radiator but left intercooler out. Collected replacement bolts from Drayton Bolts due to damaged hardware. Cleaned rear wheel hub faces and wire-wheeled axle studs in preparation for axle refit.

Sam Elmes (29/01/2026) – Work Note



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Clamped bottom tank to bench and pressurised to locate leak. Marked pinhole and V-grooved area. Heated and welded both sides. Allowed to cool in sun and delivered tank to radiator shop.

Jack Wild (29/01/2026) - Work Note

Assisted with preparing tank for pressurising and crack inspection. Collected Mick from Condamine Street.

Jesse Pretten (30/01/2026) - Work Note

Disassembled all rocker arms and cleaned. Lubricated new pins and installed new rollers. Installed rocker arm assembly into head and torqued to specification. Following procedure, performed tune-up and Jake brake adjustment. Torqued all fasteners to specification.

Jesse Pretten (02/02/2026) - Work Note

Installed new wastegate actuator and set adjustment. Reinstalled charge air cooler and bracketry with new mounts. Lowered cab back onto mounts and refitted with new bolts. Cleaned and reinstalled intake ducting. Filled cooling system with AC9 coolant (60 litres). Started engine and brought to operating temperature. Installed new radiator cap. Test drove truck - all OK.

Jesse Pretten (03/02/2026) - Work Note

Checked and cleared fault codes. Cleaned work area after completion.

Maintenance

Item	Quantity	Unit Price	Total
Engine mount, Kit, Front, per side, KW	2.00	\$103.98	\$207.96
Deutsch DT 2 Way Kit	6.00	\$21.50	\$129.00
Thermostat, coolant, cooler opening, 82c-94c	1.00	\$255.49	\$255.49
Seal, thermostat, ISX, Cummins	2.00	\$102.09	\$204.18
Housing, Thermostat cover, Cummins ISX E5, X15, EGR, steel, single thermostat	1.00	\$486.74	\$486.74
Gasket, thermostat cover housing	1.00	\$151.67	\$151.67
SEAL OIL FRONT E5	1.00	\$386.94	\$386.94
Valve cover	1.00	\$1460.50	\$1460.50
SCREW HEXAGON FLANGE HEAD CAP	1.00	\$48.63	\$145.89
12VDC Relay 30amp 5 pin C/O	3.00	\$21.75	\$21.75
Belt A/C E5 - X15	1.00	\$57.59	\$57.59
Recon cam position sensor	1.00	\$124.89	\$124.89
Actuator, wastegate, E5 & X15, Cummins, supersedes 5325697.	1.00	\$782.15	\$782.15
Freight	1.00	\$50.00	\$50.00
Magnet, 47mmx22mm, Ceramic, for diff metal protection	1.00	\$9.00	\$36.00
SLACK ADJUSTER DRIVE 1.5"28SP	4.00	\$34.86	\$34.86
BUSH-SHOCK ABSORBER	1.00	\$31.55	\$63.10
Travel per KM	2.00	\$1.35	\$13.50
Freight	10.00	\$73.35	\$73.35
SUBLET - Radiator shop - Remove both tanks and clean out radiator. Replace with new bolts, gaskets and pressure test. 2 x Gaskets and environmental levy.	1.00	\$1391.50	\$1391.50
Sublet - Welding works - Repair to air cooler.	1.00	\$139.15	\$139.15
Mount, isolator, CAC, KW.	1.00	\$51.50	\$206.00
5/8x5 bolt	4.00	\$10.92	\$10.92
Nyloc Nut UNF 5/8 G8 Z/P	1.00	\$1.62	\$3.24
	2.00		

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Maintenance

Item	Quantity	Unit Price	Total
5/8 F X 5 G8 ZP Bolt	2.00	\$6.30	\$12.60
Grade 8 F/W 5/8 Z/Y	6.00	\$0.98	\$5.86
5/8 nut	1.00	\$5.46	\$5.46
Spacer, Bush, Nylon, KW, Hood spring wear.	2.00	\$12.84	\$25.68
Radiator Mounts K066-177	2.00	\$37.88	\$75.76
Mount, rad, bunk, KW	2.00	\$90.69	\$181.38
AC-9 PREMIX COOLANT Per/L	60.00	\$3.72	\$223.20
Freight	1.00	\$20.00	\$20.00
Pin & Roller Kit. ISX. Valve 17mm (N). Intake rear / Exhaust front Pin	6.00	\$119.60	\$717.60
& Roller Kit. ISX. Valve 17mm (N). Intake front / Exhaust rear	6.00	\$119.60	\$717.60
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.	12.00	\$12.50	\$150.00
Labour Technician NT			
Apprentice NT			
	52.50 hrs	\$130.00	\$6825.00
	30.75 hrs	\$100.00	\$3075.00
Sub-Total ex GST			\$18471.51

Thank you.

Sub-Total ex GST \$18471.51
GST \$1847.15
Total inc GST \$20318.66
Amount Applied \$0.00
Balance Due \$20318.66

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/
 Please call 0438132798 to pay over the phone.

INVOICE NO. 13078

DUE DATE: 28/03/2026 **AMOUNT DUE:** \$20318.66

1 Definitions and interpretation

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.

11.3 Employees and subcontractors

(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.