

# DAIMLER TRUCKS LAVERTON



Bank: ANZ BSB: 013 443 Acc: 8368 24114

ACC NAME: Laverton Auto (2016) Pty Ltd

Licence Plate Number: **XV94HC**

Tag Number:

**Daimler Trucks Laverton**  
 Authorised Mercedes-Benz, Freightliner,  
 & Fuso Sales, Service & Parts

**Service Tax Invoice: RA960015675:01**

BILL TO  
 BOPAZ EXPRESS FREIGHT SOLUTIONS PTY LTD  
 13 LOGIC COURT  
 TRUGANINA VC 3029  
 Phone: 0490 073 066

DELIVER TO  
 BOPAZ EXPRESS FREIGHT SOLUTIONS PTY LTD  
 13 LOGIC COURT  
 TRUGANINA VC 3029  
 Phone: 0490 073 066

| DATE ARRIVED         |      | DATE INVOICE  | SALES TYPE        |                 | ADVISOR      | TERMS      |                    | CUSTOMER PO#   |          |
|----------------------|------|---------------|-------------------|-----------------|--------------|------------|--------------------|----------------|----------|
| 07/06/2023 9:12:13AM |      | 30/08/2023    | CT                |                 | Saras B      | CASH       |                    | GW 50% part VD |          |
| YEAR                 | MAKE | MODEL         | VIN               | CUSTOMER UNIT # | ENGINE HOURS | IN SERVICE | Component Serial # | ODOM IN        | ODOM OUT |
| 2019                 | MB   | 2658 LS 6X4 F | WDB96342420338599 |                 | 81           | 08/11/2019 | 473909C0466757     | 827,076        | 827,076  |

## Sold Operations

### JOB #1 01

### Engine, Cylinder Head

COMPLAINT CHECK AND REPORT ON ENGINE KNOCK AND USING COOLANT  
 CAUSE COOLANT LEAK BEHIND TURBO  
 CORRECTION INSPECTED AND CONFIRMED CUSTOMER CONCERN  
 STARTED VEHICLE  
 NO ENGINE KNOCK EVIDENT DURING INITIAL TESTING  
 LIFTED GRILLE  
 TILTED CAB  
 FOUND COOLANT TO BE LEAKING FROM RH SIDE OF ENGINE BEHIND TURBO  
 REMOVED RH STEER GUARD  
 REMOVED AIR BOX  
 REMOVED TURBO HEAT SHIELDS  
 FOUND COOLANT LEAK AT CYLINDER 4 EXHAUST MANIFOLD AREA  
 REMOVED EGR HOT PIPE  
 FOUND EGR COOLER + VALVE ARE FULL OF COOLANT  
 REMOVED EXHAUST FLEX AND FOUND EVIDENCE OF EVAPORATED COOLANT IN DUMP PIPE  
 UPON FURTHER INSPECTION FOUND COOLANT EVENTUALLY LEAKING FROM RHS OF HEAD  
 GASKET  
 CYLINDER HEAD TO BE REMOVED

| QTY  | ITEM        | DESCRIPTION           | UNIT PRICE | EXTD PRICE |
|--|-------------|-----------------------|------------|------------|
|  | LABOR 01-10 | Engine, Cylinder Head |            | 0.00       |
| Prepay: \$0.00 Parts: \$0.00 Labor: \$0.00 Misc: \$0.00 Sublet: \$0.00 |             |                       |            | \$0.00     |

**Sold Operations (Cont.)****JOB #4 20****Engine Cooling**

COMPLAINT

REMOVE CYLINDER HEAD

CAUSE

-NOTE EXHAUST BOX HAS LARGE AMOUNT OF COOLANT IN BOX

CORRECTION

AS REQUIRED

REMOVED ENGINE COVERS

REMOVED INTAKE BOX

REMOVED CHARGE PIPE

REMOVED TURBO BOLTS

REMOVED UPPER COOLANT HOSE

REMOVED MUFFLER

REMOVED TURBO ACTUATOR

REMOVED EGR BANJO PIPES

REMOVED ALL EGR COOLANT HOSES

REMOVED TURBO ACTUATOR HARD LINES

REMOVED COMPRESSOR INTAKE PIPE

REMOVED COMPRESSOR AIR BOX

REMOVED WIRING HARNESES

REMOVED INTAKE PIPE

REMOVED HIGH PRESSURE FUEL LINES

REMOVED INTAKE SUPPORT BRACKET

REMOVED ROCKER COVER

RELEASED TENSION ON ROCKER ASSEMBLY - FOUND FOREIGN OBJECTS IN EGR AND INTAKE

REMOVED CAM BOX

REMOVED CYLINDER HEAD

CARRIED OUT CLEANING PROCEDURE OF BLOCK SURFACE

FURTHER DIAGNOSIS TO BE CARRIED OUT

| QTY | ITEM               | DESCRIPTION            | UNIT PRICE | EXTD PRICE |
|-----|--------------------|------------------------|------------|------------|
|     | LABOR 01-10        | Engine, Cylinder Head  |            | 562.50     |
| 1   | 960M/W470589279100 | SET, PROTECTIVE COVERS | 87.99      | 87.99      |
| 1   | 960M/W001589009100 | PROTECTIVE COVER       | 6.79       | 6.79       |
| 1   | 960M/W001589019100 | PROTECTIVE COVERS      | 8.89       | 8.89       |
| 1   | 960M/W001589029100 | PROTECTIVE COVER       | 16.89      | 16.89      |
| 1   | 960M/W001589039100 | SET, PROTECTIVE COVERS | 48.29      | 48.29      |
| 1   | 960N/A0185458726   | FEMALE CONTACT         | 5.14       | 5.14       |

Prepay: \$0.00    Parts: \$173.99    Labor: \$562.50    Misc: \$0.00    Sublet: \$0.00    **\$736.49**

**Sold Operations (Cont.)****JOB #7 01****Engine, Cylinder Head****COMPLAINT**

CARRY OUT ENGINE REPLACEMENT

-Note exhaust box may be damaged due to coolant inside box will test after new engine fitted

- 50% PART COST TO BE COVERED BY FACTORY G/W

**CAUSE**

CYLINDER LINER 5 DROPPED

**CORRECTION**

CARRIED OUT LINER HEIGHT MEASUREMENTS

FOUND CLEARANCES TO BE OUT OF SPEC

UPON FURTHER INSPECTION FOUND LINER 5 TO HAVE DROPPED - ENGINE HAS SUFFERED

INTERNAL FAILURE AND WILL REQUIRE REPLACEMENT

REFIT CYLINDER HEAD

REMOVED TAIL SHAFT

REMOVED TRANS OIL COOLER LINES

REMOVED BATTERIES

REMOVED BATTERY BOX

REMOVED MAIN EARTHING

REMOVED CHASSIS WIRING HARNESS

REMOVED COOLANT HOSES

REMOVED TURBO AIR FEED LINE

REMOVED COMPRESSOR CHARGE LINE + SIGNAL LINE

REMOVED ALL MOUNTING BOLTS

REMOVED ENGINE + TRANS ASSEMBLY WITH ENGINE CRANE

SEPARATED TRANSMISSION FROM ENGINE

REMOVED RADIATOR CORE

SENT RADIATOR FOR CLEANING

REFIT POWER STEERING PUMP WITH NEW GASKET

RETRIEVED RADIATOR ASSEMBLY

REFIT TO VEHICLE AS REQUIRED

TRANSFERRED ALL PARTS FROM OLD ENGINE TO NEW

REFIT ENGINE AND TRANSMISSION ASSEMBLY TO VEHICLE

REFIT ALL ASSOCIATED COMPONENTS IN REVERSE ORDER

CONNECTED XENTRY

PERFORMED INITIALISATION

CARRIED OUT INITIAL START UP + PROGRAMMING OF ALL RELEVANT CONTROL UNITS

STARTED VEHICLE

CORRECTED ENGINE OIL LEVEL

CORRECTED COOLANT LEVEL

WASHED VEHICLE

CARRIED OUT EXTENDED ROAD TEST

CARRIED OUT ALL OPERATIONAL CHECKS OF ENGINE + TRANSMISSION PERFORMANCE, PASSED

CARRIED OUT FINAL DIAGNOSTIC TEST

CLEARED STORED CODES

ALL OK

| QTY | ITEM                   | DESCRIPTION               | UNIT PRICE | EXTD PRICE |
|-----|------------------------|---------------------------|------------|------------|
|     | LABOR 01-10            | Engine, Cylinder Head     |            | 7,125.00   |
| 1   | 960M/A4730140122       | GASKET                    | 174.99     | 174.99     |
| 1   | 960M/A0002361780       | PROFILE SEAL              | 33.59      | 33.59      |
| 1   | 960M/X11080264380      | ENGINE                    | 47,633.47  | 47,633.47  |
| 1   | 960M/X11080264380-CORE | CORE DEPOSIT              | 13,009.99  | 13,009.99  |
| 1   | 960M/A001995293564     | SINGLE-EYE CLAMP          | 21.89      | 21.89      |
| 1   | 960M/A0029952202       | PIPE CLAMP                | 184.99     | 184.99     |
| 4   | 960N/N910106008012     | SCREW                     | 8.01       | 32.04      |
| 4   | 960N/N000000003175     | CLAMPING NUT              | 4.62       | 18.48      |
| 1   | 960V/QABP AFM4982005   | ALLIANCE PRIME ENGINE GLO | 71.99      | 71.99      |
| 12  | 960M/A9909910040       | EXPANSION RIVET           | 3.95       | 47.40      |
| 1   | 960M/A0039950702       | PIPE CLAMP                | 342.49     | 342.49     |
| 3   | 960V/QABP AFM4604005   | ALLIANCE PRIMECOOL GP P-4 | 43.49      | 130.47     |
| 1   | 960V/QABP AFM4604020   | ALLIANCE PRIMECOOL GP P-4 | 143.99     | 143.99     |
| 2   | 960M/N000000000065     | YELLOW BULB 24V/21W       | 10.99      | 21.98      |
| 2   | 960M/N072601024250     | BULB PARK LIGHT 24V/5W    | 5.50       | 11.00      |
| 2   | 960M/N072601024701     | BULB                      | 2.60       | 5.20       |
| 2   | 960M/N072601024192     | BULB                      | 3.16       | 6.32       |

**Sold Operations (Cont.)**

| QTY | ITEM                   | DESCRIPTION                          | UNIT PRICE | EXTD PRICE |
|-----|------------------------|--------------------------------------|------------|------------|
| 2   | 960U/QMH056217         | BULB 24V 21/5W                       | 8.29       | 16.58      |
| 1   | 960V/QNAV 56408        | CABLE TIE 4.8 X 370 100              | 18.19      | 18.19      |
| 1   | 960M/N000000007879     | BULB LOW BEAM H7 24V HDML            | 39.69      | 39.69      |
| 1   | 960M/N072601024270     | BULB H/B EAM H1 24V/70W              | 15.59      | 15.59      |
| -1  | Deductible             | WARRNATY CONTRIBUTION TOWARDS REPAIR | 18,485.36  | -18,485.36 |
| -1  | 960M/X11080264380-CORE | CORE DEPOSIT                         | 13,009.99  | -13,009.99 |

Prepay: \$-18,485.36    Parts: \$48,970.34    Labor: \$7,125.00    Misc: \$0.00    Sublet: \$0.00    \$37,609.98

**JOB #8 88****Detachable Parts**

COMPLAINT      REPLACE WORN ENGINE MOUNTS  
 CAUSE          WORN  
 CORRECTION    FOUND BOTH ENGINE MOUNTS TO HAVE EXCESSIVE WEAR DURING ENGINE REMOVAL  
                   REMOVED AND REPLACED RH + LH ENGINE MOUNTS PRIOR TO FITMENT OF NEW ENGINE  
                   TORQUED BOLTS TO SPEC  
                   TESTED OPERATION  
                   ALL OK

| QTY | ITEM             | DESCRIPTION      | UNIT PRICE | EXTD PRICE |
|-----|------------------|------------------|------------|------------|
| 2   | 960M/A9602419613 | ENGINE SUPPORT   | 587.49     | 1,174.98   |
|     | LABOR 88-10      | Detachable Parts |            | 125.00     |

Prepay: \$0.00    Parts: \$1,174.98    Labor: \$125.00    Misc: \$0.00    Sublet: \$0.00    \$1,299.98

**JOB #9 54****Electrical System**

COMPLAINT      REPLACE STARTER MOTOR  
 CAUSE          RING GEAR NOISY  
 CORRECTION    FOUND STARTER MOTOR TO BE EXCESWSIVE NOISY DURING INSPECTION  
                   REMOVED STARTER MOTOR  
                   BENCH TESTED STARTER MOTOR, FAILED  
                   CHECKED INTERNALS AND FOUND RING GEAR WORN  
                   SUPPLIED AND FIT NEW STARTER MOTOR TO ENGINE PRIOR TO FITMENT  
                   STARTED VEHICLE  
                   TESTED OPERATION  
                   ALL OK

| QTY | ITEM             | DESCRIPTION       | UNIT PRICE | EXTD PRICE |
|-----|------------------|-------------------|------------|------------|
| 1   | 960M/A0071516201 | STARTER MOTOR     | 1,950.00   | 1,950.00   |
|     | c                | Deliver to Bay 37 |            |            |
|     | LABOR 54-10      | Electrical System |            | 375.00     |

Prepay: \$0.00    Parts: \$1,950.00    Labor: \$375.00    Misc: \$0.00    Sublet: \$0.00    \$2,325.00

**JOB #10 88****Detachable Parts**

COMPLAINT      REPLACE LH + RH BATTERY BOX MOUNTS  
 CAUSE          BROKEN/CRACKED  
 CORRECTION    CARRIED OUT INSPECTION OF BATTERY BOX MOUNTS DURING INSPECTION  
                   FOUND BATTERY BOX BRACKETS TO BE BRITTLE AND CRACKED  
                   SUPPLIED AND FIT LH + RH BATTERY BOX MOUNTS TO VEHICLE PRIOR TO REINSTALLATION OF  
                   BATTERY BOX  
                   TORQUED BOLTS TO SPEC  
                   TESTED OPERATION  
                   ALL OK

| QTY | ITEM             | DESCRIPTION            | UNIT PRICE | EXTD PRICE |
|-----|------------------|------------------------|------------|------------|
| 1   | 960M/A6635421740 | BRKT BTTRY LFT SPRT LF | 644.99     | 644.99     |
| 1   | 960M/A6635421640 | BRKT BTTRY RGT SPRT FR | 644.99     | 644.99     |
|     | LABOR 88-10      | Detachable Parts       |            | 250.00     |

Prepay: \$0.00    Parts: \$1,289.98    Labor: \$250.00    Misc: \$0.00    Sublet: \$0.00    \$1,539.98

**Sold Operations (Cont.)****JOB #11 25****Clutch**

COMPLAINT  
CAUSE  
CORRECTION

RECTIFY BROKEN CLUTCH SPRINGS  
CLUTCH SPRINGS BROKEN, RELEASE BEARING WORN  
REMOVED CLUTCH  
CARRIED OUT VISUAL INSPECTION OF CLUTCH AND FOUND SPRINGS TO BE BROKEN  
INSPECTED RELEASE BEARING UPON CLUTCH REMOVAL AND FOUND TO HAVE EXCESSIVE WEAR  
REMOVED RELEASE BEARING  
CARRIED OUT CLEANING PROCEDURE OF TRANSMISSION HOUSING  
SUPPLIED AND FIT NEW CLUTCH ACTUATOR + SEAL  
TORQUED BOLTS TO SPEC  
SECURED WIRING IN BELL HOUSING  
SUPPLIED AND FIT NEW CLUTCH  
TORQUED CLUTCH BOLTS TO SPEC  
UPON REINSTALLATION OF TRANSMISSION FOUND TRANS CLUTCH EXHAUST VALVE TO HAVE FAILED IN TRANSMISSION POSITIONER  
REMOVED AND REPLACED VALVE AS REQUIRED  
ALL OK

| QTY | ITEM                    | DESCRIPTION            | UNIT PRICE | EXTD PRICE |
|-----|-------------------------|------------------------|------------|------------|
| 1   | 960M/A0032502115        | RELEASE BEARING CLUTCH | 2,150.00   | 2,150.00   |
| 1   | 960M/A0229979548        | SEAL RING              | 9.89       | 9.89       |
| 1   | 960M/A9609970109        | BLEEDER VALVE          | 138.99     | 138.99     |
|     | C                       | BAY NO. 37             |            |            |
| 1   | 960M/A029250580180      | DUAL-PLATE DRY CLUTCH  | 5,150.00   | 5,150.00   |
| 1   | 960M/A029250580180-CORE | CORE DEPOSIT           | 1,007.49   | 1,007.49   |
| 12  | 960M/N910105010028      | SCREW                  | 16.39      | 196.68     |
| -1  | 960M/A029250580180-CORE | CORE DEPOSIT           | 1,007.49   | -1,007.49  |
|     | LABOR 25-10             | Clutch                 |            | 406.25     |

Prepay: \$0.00    Parts: \$7,645.56    Labor: \$406.25    Misc: \$0.00    Sublet: \$0.00    \$8,051.81

**JOB #12 20****Engine Cooling**

COMPLAINT  
CAUSE  
CORRECTION

REMOVE AND SEND RADIATOR AND INTERCOOLER FOR CLEANING VIA SUBLET  
RADIATOR BLOCKED  
FOUND RADIATOR CORE TO HAVE HEAVY BLOCKAGES DURING INSPECTION  
REMOVED RADIATOR WITH ENGINE CRANE  
REMOVED INTERCOOLER  
REMOVED ASSOCIATED FITMENTS  
SENT INTERCOOLER + RADIATOR CORE TO SUBLET FOR CLEANING  
RETRIEVED COOLING ASSEMBLY  
CARRIED OUT IN HOUSE TESTING OF INTERCOOLER + RADIATOR, PASSED  
REFIT INTERCOOLER TO RADIATOR CORE  
REFIT COOLING ASSEMBLY TO VEHICLE  
SUPPLIED AND FIT NEW P CLAMPS AS FOUND TO HAVE BEEN MISSING DURING INSPECTION  
REFILLED COOLANT  
BLED COOLING CIRCUIT  
PRESSURE TESTED COOLING CIRCUIT FOR LEAKS, NONE FOUND  
ALL OK

| QTY | ITEM             | DESCRIPTION    | UNIT PRICE | EXTD PRICE |
|-----|------------------|----------------|------------|------------|
| 1   | 960M/A0049971389 | ELBOW FITTING  | 31.69      | 31.69      |
| 1   | 960M/A0009975034 | UNION SCREW    | 11.99      | 11.99      |
| 1   | 10840            | [SUBLET]       | 868.75     | 868.75     |
|     | LABOR 20-10      | Engine Cooling |            | 625.00     |

Prepay: \$0.00    Parts: \$43.68    Labor: \$625.00    Misc: \$0.00    Sublet: \$868.75    \$1,537.43

**Sold Operations (Cont.)****JOB #15 18****Engine Lubrication**

COMPLAINT

RECTIFY LEAKING OIL FILLER NECK

CAUSE

LEAKING

CORRECTION

FOUND OIL FILLER NECK TO BE LEAKING DURING INSPECTION

LIFTED GRILLE

TILTED CAB

REMOVED LH ENGINE COVER

REMOVED AND REPLACED OIL FILLER NECK

REFIT ALL ASSOCIATED COMPONENTS IN REVERSE ORDER

RECHECKED FOR LEKAS, NONE FOUND

ALL OK

| QTY | ITEM             | DESCRIPTION        | UNIT PRICE | EXTD PRICE |
|-----|------------------|--------------------|------------|------------|
| 1   | 960M/A9605204906 | OIL FILLER PIPE    | 139.99     | 139.99     |
| 1   | 960M/A9605202006 | OIL FILLER PIPE    | 75.99      | 75.99      |
| 1   | 960M/A9900103800 | FILLER CAP         | 32.59      | 32.59      |
|     | LABOR 18-10      | Engine Lubrication |            | 125.00     |

Prepay: \$0.00 Parts: \$248.57 Labor: \$125.00 Misc: \$0.00 Sublet: \$0.00 \$373.57

**JOB #16 22****Major Assembly Suspension**

COMPLAINT

RECTIFY WORN REAR CAB BUSHES

CAUSE

WORN

CORRECTION

FOUND REAR CAB MOUNT BUSHES TO BE EXCESSIVELY WORN DURING INSPECTION\

UPON FURTHER INSPECTION FOUND WEAR OF CAB BUSHES TO BE CAUSING EXCESSIVE

CLEARANCE BETWEEN CAB MOUNTS

TILTED CAB

REMOVED CAB SHOCKER BOLTS

REMOVED AND REPLACED LH + RH REAR CAB BUSHES

REFIT SHOCKER BOLTS

TORQUED TO SPEC

LOWERED CAB

RECHECKED MOVEMENT OF CAB

ALL OK

| QTY | ITEM             | DESCRIPTION               | UNIT PRICE | EXTD PRICE |
|-----|------------------|---------------------------|------------|------------|
| 2   | 960M/A9603172512 | ELASTOMER BEARING         | 26.39      | 52.78      |
|     | LABOR 22-10      | Major Assembly Suspension |            | 75.00      |

Prepay: \$0.00 Parts: \$52.78 Labor: \$75.00 Misc: \$0.00 Sublet: \$0.00 \$127.78

**Sold Operations Totals****Prepay: \$-18,485.36 Parts: \$61,549.88 Labor: \$9,668.75 Misc: \$0.00 Sublet: \$86 \$53,602.02**

|  |  |                 |  |                    |
|--|--|-----------------|--|--------------------|
| <p>The customer hereby acknowledges that the goods and services supplied by the supplier shall remain the property of the supplier until the supplier receives payment for the same.</p> <p>The following charges apply to credit card payments: Visa and Mastercard 0.7%, American Express 1.6%</p> <p><b>X</b></p> <p>SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT.</p> |  | ESTIMATED       |  | BILLED             |
|  |  | LABOR           |  | \$9,668.75         |
|  |  | PARTS           |  | \$61,549.88        |
|  |  | MISC            |  | \$0.00             |
|  |  | SUBLET          |  | \$868.75           |
|  |  | Prepay          |  | \$18,485.36        |
|  |  | <b>SUBTOTAL</b> |  | <b>\$53,602.02</b> |
|  |  | SHOP SUPPLIES   |  | \$30.00            |
|  |  | MISC SUPPLIES   |  | \$0.00             |
|  |  | GST             |  | \$5,363.20         |
|  |  | <b>TOTAL</b>    |  | <b>\$58,995.22</b> |
|  |  |                 |  |                    |



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 Fuso is a registered trademark of Mitsubishi Fuso Trucks & Bus Corporation, Japan

**Repair Order Terms and Conditions**

- 1. The term "Dealer" means the entity outlined on the front page of this Repair Order and its employees and subcontractors who will be responsible for carrying out the Repair Works.
- 2. The term "Customer" means the person (including its successors, personal representatives and permitted assigns) who owns the vehicle, plant and/or equipment that is listed in the Repair Order, and where this consists of more than one person the obligations in these conditions are deemed to be joint and several;
- 3. The term "Repair Works" means all servicing, preventative maintenance and repairs outlined in the Repair Order, or that arise from or are incidental to the works listed in the Repair Order.

**Customer authorisation and acknowledgements**

- 4. The Customer authorises the Repair Works set out in this Repair Order to be done along with the purchase of any additional necessary materials .
- 5. The Customer agrees that the Dealer is not responsible for:
  - a. loss or damage to the vehicle the subject of this Repair Order in case of fire, theft or any other cause beyond the Dealer's control;
  - b. any delays caused by the unavailability of parts or delays in parts shipment.
- 6. The Customer grants the Dealer permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and/or inspection.
- 7. If any component of the vehicle is capable of storing user-generated data, the Repair Works may result in the loss of that data. The Customer should ensure that they have taken appropriate steps to save any data that could be at risk.
- 8. The Customer authorises the Dealer to operate and turn off any electrical devices such as recording devices in the vehicle .
- 9. If the Customer was referred or introduced to the Dealer by a third party, or if a third party has acted as agent of the Customer or as broker or intermediary in relation to this Repair Order, the Customer acknowledges that the Dealer may pay or give a fee, commission, rebate, gift or other benefit to the third party. If further details are required, the Customer should refer to the third party (if any) for further information.
- 10. The Customer acknowledges that the vehicle is being delivered to the Dealer pursuant to a bailment arrangement and that the vehicle will be held until payment for all services rendered pursuant to this Repair Order has been received.
- 11. By signing this Repair Order the Customer warrants to the Dealer that the vehicle is currently registered and has in place valid Compulsory Third Party insurance.
- 12. If the Customer does not collect its vehicle within a reasonable time the Dealer may recover from the Customer the reasonable costs of storing of the vehicle at a cost of \$45.00 per day.

**Parts and warranties**

- 13. The use of non-genuine parts is not recommended and may affect any manufacturer warranty that applies to the vehicle. If non-genuine parts are used, they will be identified by the prefix "NG" on the tax invoice provided to the Customer.
- 14. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.
- 15. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
  - a. To cancel your service contract with us; and
  - b. To a refund for the unused portion, or to compensation for its reduced value.
- 16. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

**Cost of repairs**

- 17. If the Customer requests that the Repair Works be carried out pursuant to a manufacturer's warranty, the terms and conditions of the relevant warranty apply and the manufacturer reserves the right to assess and determine whether the warranty claim should be upheld based on the warranty terms and conditions.
- 18. If the Repair Works are being carried out as part of a goodwill claim, reimbursement of the costs incurred in carrying out the Repair Works is made subject to a technician check being carried out by Daimler Truck Australia Pacific Pty Ltd .
- 19. If the Repair Works are not being carried out as part of a warranty or goodwill claim, then the Customer is responsible for all related costs of the Repairs Works and agrees to pay the Dealer for performing the Repair Works. The Dealer will use reasonable endeavours to advise the Customer of the likely cost of such Repair Works before commencing the works .
- 20. Until the Customer makes full payment for all goods and services and for all other amounts owing to the Dealer:
  - a. Title in all goods supplied as part of the Repair Works remains vested in the Dealer ;
  - b. the Customer must hold the goods as fiduciary Bailee and agent for the Dealer;
  - c. the Customer must hold the proceeds of sale of the goods on trust for the Dealer;
  - d. in addition to the Dealer's rights under the *Personal Properties Security Act 2009* (Cth) ("PPSA"), the Dealer may enter any premises and remove the goods and for this purpose and the Customer irrevocably licences the Dealer to enter such premises and also indemnifies the Dealer from and against all costs, claims, demands or actions by any party arising from such action; and
  - e. the Dealer retains a lien over any vehicle it has performed works on which entitles the Dealer to sell any vehicle in the Dealer's possession, subject to providing 14 days written notice to the Customer, by treaty or public auction as we deem suitable, and allocate the proceeds to satisfy any amounts owing.
- 21. The PPSA applies to these terms which constitute a security agreement. The Dealer has a Purchase Money Security Interest in all present and future goods supplied by the Dealer to the Customer and the proceeds of the goods. Where the goods are installed in or affixed to other goods (such as a vehicle), the security interest extends to both the accession and the other goods or mass.
- 22. Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA. The Supplier and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these terms.
- 23. To the extent permitted by the PPSA, the Customer agrees that: (a) the provisions of Chapter 4 of the PPSA will apply only to the extent that they are mandatory or the Dealer agrees to their application in writing; and (b) where the Dealer has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.



#### Dealer's Liability

24. All representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not set out in these conditions or in the Dealer's quote are expressly excluded to the fullest extent permitted by law. Except as expressly set out in these conditions or the Dealer's quote, the Customer acknowledges that neither the Dealer nor any person acting on the Dealer's behalf has made any representations or given any promise or undertaking in relation to the quality of the Repair works, their fitness for purpose or their usage.
25. Nothing in these conditions is to be interpreted as having the effect of excluding, restricting or modifying any condition or warranty, or right or liability implied by any applicable legislation (including the *Competition and Consumer Act 2010* (Cth)) into the conditions, if such exclusion, restriction or modification would be void or prohibited by the legislation. The Customer shall have the full benefit of any conditions, warranties and guarantees which are implied into this Conditions by the provisions of any consumer protection, fair trading or sale of goods legislation applicable to the State whose laws govern the provision of the Repair Works, but only to the extent that such conditions, warranties and guarantees are applicable to the Repair Works and cannot be excluded from it.
26. To the extent that the Dealer breaches any condition or warranty implied into these conditions and which cannot be excluded, or breaches any condition or warranty expressly included in these terms and conditions, then the Dealer's liability is limited to, and completely discharged by, at the Dealer's discretion either:
  - a. supplying of the services again; or
  - b. the payment of the cost of having the services supplied again.
27. Subject to 24(a) and 4(b) above, the Dealer is not liable to the Customer (or to any third party claiming through the Customer) for any loss caused by any act or omission of the Dealer, its employees or agent, and whether based on negligence or other tort, conditions or otherwise.
28. In no event shall the Dealer be liable for indirect or consequential losses (including loss of production, profit, goodwill or reputation).

#### General

29. The Customer may not exercise any right of withholding, deduction or setoff.
30. If any provision of these conditions is unenforceable or void either in whole or in part for any reason, then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of any other provision .
31. These conditions (including the details appearing on the Repair Order) constitutes the entire agreement between the Customer and the Dealer and no modification is binding in relation to these conditions unless agreed to in writing by the Dealer.
32. Any dispute arising out of these conditions is governed by the laws of the State or Territory of Australia where the purchase order was received by the Dealer and the Customer submits to the jurisdiction of and agrees to be bound by the Federal Courts of Australia and of that State .

#### PRIVACY STATEMENT

1. For our full Privacy Policy please see [www.velocitytruckcentres.com.au](http://www.velocitytruckcentres.com.au) or a hard copy will be made available at no cost on request.
2. The kind of personal information we (being the Dealer and its related companies) hold is the information detailed in this Contract or otherwise provided by you, the Customer.
3. When we collect hold, use and disclose personal information we do so only for certain purposes set out in our Privacy Policy, including to facilitate delivery of goods and services; to meet requirements of regulators and third party suppliers (including in relation to the provision of goods, insurance, registration, warranty and other services, and information about new products and services that become available from time to time); to communicate with you, by way of direct marketing, information about any goods and services; and in accordance with our Privacy Policy. Your Information may be disclosed to the vehicle manufacturer and other members of the Daimler Group and third party service providers acting on our behalf and on behalf of the Daimler Group of companies under conditions of confidentiality specifically in relation to the provision of products and services to you.
4. In the ordinary course of our business, your personal information may be transferred and/or stored in various countries within Asia, Europe, Africa, North America and other parts of Australia. We take steps to ensure that any personal information we hold, is kept safe from misuse, loss and unauthorised access, modification and disclosure. A copy of our Privacy Statement can be viewed at Velocity Vehicle Group Australia Pty Ltd .
5. If you apply for consumer credit through us to an external credit provider, we will also collect, store and pass on consumer credit information. Details of the kinds of consumer credit information we collect, how we use it and with whom we share it are also set out in our Privacy Policy.
6. Any query or access to your personal information should be referred to our Privacy Officer at [privacy@vvgtruck.com.au](mailto:privacy@vvgtruck.com.au)
7. You authorize and consent to us collecting, using, storing and disclosing your personal information within and outside Australia in accordance with our Privacy Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date