



Vehicle History Summary

BJC Heavy
Haulage

Fleet #	P5
Registration	XQ39IU
Make	Western Star
Model	6964FXC
VIN / Chassis #	5KKXACBG8FPGF4507
Build Date	2016

Date	Reading / Units	Type / Repairer Notes	Repairer
08/02/2026		Driveline, Engine R-173	external
03/12/2025	173,140 hrs	B - 250Hrs S-645	Internal Workshop
10/11/2025		Lights R-166 Found circuit breaker in truck faulty replaced with new one	Internal Workshop
06/10/2025		air leaks R-165 Break adjusters are fine just needed adjusting put air dryer kits in air dryers and fixed cab Botton	Internal Workshop
26/09/2025	802,889 kms 17,045 hrs	B - 250Hrs S-644	Internal Workshop
02/08/2025	851,222 kms 16,663 hrs	B - 250Hrs S-643	Internal Workshop
14/03/2025	807,992 kms 15,788 hrs	B - 250Hrs S-604	Internal Workshop
13/01/2025	782,002 kms 15,257 hrs	B - 250Hrs S-587	Internal Workshop
28/11/2024	765,576 kms 14,962 hrs	B - 250Hrs S-574	Internal Workshop
28/10/2024	742,553 kms 14,565 hrs	B - 250Hrs S-557	Internal Workshop
04/09/2024	726,379 kms 14,117 hrs	Drum Bearings R-149 pull wheel off pull hub and drum off bearing were worn replace bearing and wheel seal re install hub and drum fill with oil	Internal Workshop
04/09/2024	726,379 kms 14,117 hrs	B - 250Hrs S-537	Internal Workshop
04/09/2024	720,379 kms 14,117 hrs	B - 250Hrs S-542	Internal Workshop
16/08/2024	714,774 kms 14,004 hrs	A - 150Hrs S-535	Internal Workshop
15/08/2024	714,774 kms 14,004 hrs	Brakes, Drum Bearings R-144 inspected leaking rear wheel seal took apart noticed breaks and drums and bearing worn replaced all 4 drive wheels with new breaks bearings and seals replaced diff oil and ajusted breaks	Internal Workshop
24/07/2024	13,940 hrs	A - 150Hrs S-524	Internal Workshop

Date	Reading / Units	Type / Repairer Notes	Repairer
16/07/2024	707,794 kms	Chassis R-115	Carrolls
27/06/2024	702,735 kms 13,790 hrs	Brakes R-110	Internal Workshop
27/06/2024	702,735 kms 13,790 hrs	B - 250Hrs S-505	Internal Workshop
29/05/2024	689,038 kms 13,576 hrs	Battery, Engine R-104 replace old starter with new one 39 mt 11 thooth	Internal Workshop
23/05/2024	685,895 kms 13,514 hrs	B - 250Hrs S-497	Internal Workshop
17/04/2024	673,575 kms 13,281 hrs	B - 250Hrs S-483	Internal Workshop
16/04/2024		Cab R-131	south west ele
08/03/2024		Air Conditioner R-85	Internal Workshop
08/03/2024		Cab R-84	Internal Workshop
06/03/2024	658,761 kms 13,013 hrs	B - 250Hrs S-476	Internal Workshop
27/02/2024	641,009 kms 12,900 hrs	A - 150Hrs S-460	Internal Workshop
01/02/2024		Cab R-81	Petrena
31/01/2024	644,695 kms 12,700 hrs	C - 365Day S-457	Internal Workshop
13/11/2023	638,820 kms 12,531 hrs	Cab R-40 Replace leaking cab air bag	Internal Workshop
21/08/2023	12,491 hrs	A - 150Hrs S-154	Internal Workshop
10/08/2023	635,240 kms 12,341 hrs	Drum Bearings R-29 Removed hub and replaced wheel seal and brake linings	Internal Workshop
10/08/2023	635,240 kms 12,341 hrs	B - 250Hrs S-103 Noted leaking wheel seal open repair order	Internal Workshop
10/08/2023	635,240 kms 12,341 hrs	Driveline R-29 fitted over haul kit ti air cylinder and tested	Internal Workshop
03/07/2023	621,667 kms 12,062 hrs	B - 250Hrs S-84 idler pulley bearings on motor reolaced	Internal Workshop
06/06/2023	612,524 kms	Cab R-21 replace missing bolts in grill and fit new bracket to stone guard	Internal Workshop
06/06/2023	612,524 kms	Lights R-21	Internal Workshop

Date	Reading / Units	Type / Repairer Notes	Repairer
		repair wiring and replace circuit breaker	
06/06/2023	612,524 kms	Cab R-21	Internal Workshop
		replace both UHF aerials	
05/06/2023	612,524 kms	Chassis R-21	Internal Workshop
		replace front rubber mounts and hinges	
05/06/2023	612,524 kms	Cab, Suspension R-21	Internal Workshop
		replace all 6 shockier	
24/05/2023	11,750 hrs	B - 250Hrs S-67	Internal Workshop
13/02/2023	592,100 kms 11,290 hrs	Driveline R-14	Internal Workshop
		replace seal and repair front diff axle lock as it is leaking and air is pressurizing the rear diff and popping out the seal	
04/02/2023	590,387 kms 11,423 hrs	A - 10k S-45	Internal Workshop
20/01/2023	590,239 kms 11,417 hrs	Suspension R-9	Internal Workshop
20/01/2023	590,239 kms 11,417 hrs	Drum Bearings R-9	Internal Workshop
		REPLACE SEAL AND BEARINGS	
06/10/2022	506,600 kms	C - 80k S-21	Internal Workshop
		removed and overhauled the engine fan, replaced headlights, replaced top torsion rod bushes, replaced front cab mounts, replaced rear cab airbags, and all oils and filters replaced	

Signed: _____

Name: _____

Date: _____

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	AMOUNT	INVOICE DATE
28/06/2025	\$4075.21	07/05/2025

TAX INVOICE NO. 12616

BJC Heavy Haulage
 Kindon Station, 14087 Gore Highway
 Kindon QLD 4390

Site: XQ39IU
Order No.: XQ39IU
Job Name: Clutch master cylinder

1. Replace clutch master cylinder to correct fault of intermittent clutch operation.

Ross Martyr (02/05/2025) - Work Note. K's: 820490. R&R Clutch master cylinder, bleed system & check & confirm clutch brake engagement OK, check for air in system and bleed back, OK. Fit 4 new battery's, refit battery hold down clamp & all cables, test for parasitic current draw, found inverter was pulling large current even though it was off. Removed mega fuse so battery's would not go flat. Recommend having repaired correctly, battery box requires some labour & time to sort cables out as they are tangled, incorrectly routed and all lug ends require cleaning & servicing.

Sam Elmes (02/05/2025) - Work Note. Load tested batteries, discovered they had failed & were at 11VDC, disconnect & removed the batteries.

Maintenance

Item	Quantity	Unit Price	Total
Cylinder, master + pedal, Clutch, Western Star	1.00	\$2280.11	\$2280.11
Battery W/star threaded post	4.00	\$240.71	\$962.83
Brake Fluid DOT 4 4L	0.30	\$97.68	\$29.30
CONSUMABLES - includes - 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, and grinding discs as needed.	1.00	\$12.50	\$12.50
Labour Technician NT	3.50 hrs	\$120.00	\$420.00
Sub-Total ex GST			\$3704.74

Thank you.

Sub-Total ex GST	\$3704.74
GST	\$370.47
Total inc GST	\$4075.21
Amount Applied	\$0.00
Balance Due	\$4075.21

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. 12616

DUE DATE:	28/06/2025	AMOUNT DUE:	\$4075.21
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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: 11 161370823

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.

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	AMOUNT	INVOICE DATE
28/06/2025	\$858.85	14/05/2025

TAX INVOICE NO. 12623

BJC Heavy Haulage
 Kindon Station, 14087 Gore Highway
 Kindon QLD 4390

Site: XQ39IU
Order No.: XQ39IU
Job Name: Inverter remote, Torque rod bush

k's: 826412

1. R&R failed torque rod bush.
2. Fit remote control switch to inverter.
3. Test inverter.
4. Bleed clutch to correct air in system fault - no charge.

Ross Martyr (12/05/2025) - Work Note

Complaint: Parasitic current draw in battery system.

Cause: Inverter being left on.

Repair/work done/diagnosis: Go through inverter wiring, identify the three mega fuses in the battery box as Icepack, sound system (subwoofer) & inverter. Remove supply to subwoofer sound system as it is unused. Test inverter to find it was fine and that switch had been left on or bumped by articles stored adjacent to switch. Decide a remote switch control ON/OFF with an indicator light would reduce the chances if the inverter being left on over the weekends when the truck is parked up, procure parts, remove all hood linings, dash & trim panels to allow access, run in required cabling to allow install of new remote switch, mount switch control in dash, refit all panels, test for correct operation of switch and inverter, OK. Found damaged sound system wiring, cut it out for now and will fix when the truck visits our workshop next to allow use of stereo sound system. Also did load test on inverter and found voltage at inverter dropping to 11.4 indicating cable sizes are way to small to allow inverter to run at rated load for more than a few minutes, we recommend increasing cable size to 70mm², we have had to do this in the past to correct the same fault.

R&R clutch actuator under warranty, bleed system & check operation, OK. No charge for this time.

Sam Elmes (12/05/2025) - Work Note. Removed front torque rod and pressed in a new bush. Found large washer for the nut and tighten all the bolts. Found wear in turret bore taper. Truck may require new turret welded onto top of front diff.

Drew Brewer (12/05/2025) - Work Note. Diagnose clutch issue- faulty slave cylinder, bleed clutch, parts run to TTS, remove clutch slave cylinder, fit new slave cylinder, bled line, pack-up. No Charge. Line item price set to 0

Maintenance

Item	Quantity	Unit Price	Total
Switch, remote control, redarc on/off.	1.00	\$135.75	\$135.75
Torque rod bush, W/star, tapered, suits AD252 Suspension.	1.00	\$135.02	\$135.02
Apprentice NT	3.00 hrs	\$0.00	\$0.00
Labour Technician NT	4.25 hrs	\$120.00	\$510.00
Sub-Total ex GST			\$780.77

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	AMOUNT	INVOICE DATE
28/06/2025	\$858.85	14/05/2025

TAX INVOICE NO. 12623

Thank you.

Sub-Total ex GST	\$780.77
GST	\$78.08
Total inc GST	\$858.85
Amount Applied	\$0.00
Balance Due	\$858.85

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. 12623

DUE DATE:	28/06/2025	AMOUNT DUE:	\$858.85
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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: 11 161370823

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.

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	AMOUNT	INVOICE DATE
28/06/2025	\$390.64	29/05/2025

TAX INVOICE NO. 12658

BJC Heavy Haulage
 Kindon Station, 14087 Gore Highway
 Kindon QLD 4390

Site: XQ39IU
Order No.: XQ39IU
Job Name: Ride Height linkage ends.

Drive ride height Linkage ends failed. Fitted incorrectly causing clamping of rubber ends and subsequent failure of the rubber joint.

Ross Martyr (26/05/2025) - R&R all drive suspension ride height linkage end rubber clevis connections. Wrong mounting hardware shoulder bolts had been used causing joints to bind & then break. Lubricate. Calibrate suspension. Ks 830789. Hrs 8207

Maintenance

Item	Quantity	Unit Price	Total
Kit, Height control valve bolted.	2.00	\$51.32	\$102.63
CONSUMABLES - includes - 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.	1.00	\$12.50	\$12.50
Labour Technician NT	2.00 hrs	\$120.00	\$240.00
Sub-Total ex GST			\$355.13

Thank you.

Sub-Total ex GST	\$355.13
GST	\$35.51
Total inc GST	\$390.64
Amount Applied	\$0.00
Balance Due	\$390.64

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. 12658

DUE DATE:	28/06/2025	AMOUNT DUE:	\$390.64
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1 Definitions and interpretation

1.1 Definitions

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

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- (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.

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(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.

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- (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.

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	AMOUNT	INVOICE DATE
28/11/2025	\$869.00	27/10/2025

TAX INVOICE NO. 12907

BJC Heavy Haulage
 Kindon Station, 14087 Gore Highway
 Kindon QLD 4390

Site: XQ39IU
Order No.:
Job Name: Derate

Ross Martyr (03/10/2025) - Work Note. K's: 876313 HR's: 9097. Drop bull bar and bonnet. Park truck in Workshop. Connected electronic service tool. Inspected fault codes, photographed and documented fault codes, recorded time stamping of fault codes and hours and cases off engine. Found 82 counts of circuit two accelerator sensor return voltage to ECM fault code. Swapped as a diagnostic method swapped sensor from no in good vehicle. No change was found fault still existed. Tested return voltages on the ECM using the monitor function and found that circuit to voltage was in fact at half expected voltage in ECM.

Sam Elmes (03/10/2025) - Work Note. Tested the harness for the accelerator pedal. Tested the sensor and it tested fine. Ran new position 2 signal wire and test drove, ok.

Maintenance

Item	Quantity	Unit Price	Total
Diagnostic Tool	1.00	\$50.00	\$50.00
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.	2.00	\$12.50	\$25.00
Labour Technician NT	5.50 hrs	\$130.00	\$715.00
Sub-Total ex GST			\$790.00

Thank you.

Sub-Total ex GST	\$790.00
GST	\$79.00
Total inc GST	\$869.00
Amount Applied	\$0.00
Balance Due	\$869.00

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. 12907

DUE DATE:	28/11/2025	AMOUNT DUE:	\$869.00
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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: 11 161370823

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.
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- (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.

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 - (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.
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- (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.
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- (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.

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	AMOUNT	INVOICE DATE
28/11/2025	\$6088.23	28/10/2025

TAX INVOICE NO. 12913

BJC Heavy Haulage
 Kindon Station, 14087 Gore Highway
 Kindon QLD 4390

Site: XQ39IU
Order No.: XQ39IU
Job Name: Defects, clutch

Defects

1. In-dash push/pull valve (yellow) on truck requires attention.
2. Ice pack will only start when the truck is running — investigation and repair needed.
3. Fan clutch is stuck in, suspected failed bearings & clutch hub slider spline.

Jack Wild (16/09/2025) – Work Note: Connected computer and retrieved fault codes. Performed AdBlue flush and discovered cracked AdBlue injector, which was replaced. Ice pack non-start issue caused by a failed battery terminal; fitted new nut and tested. Horton two-speed fan clutch had a failed bearing. Removed fan hub and pressed hub apart. Main hub was rusted onto jacking thread, requiring extensive time and effort using heat, impact, and pressing gear to prevent further damage and save parts for reuse. Replaced bearings and seals, pressed hub together with all new relevant parts, pressure-tested hub, and refitted onto truck.

Drew Brewer (16/09/2025) – Work Note: Ordered parts. Removed two batteries and replaced three battery box latches. Reinstalled batteries, cleaned all terminals and lug ends, fitted missing nut to terminal, tidied and rerouted wiring, and replaced two exhaust clamps. Tidied work area.

Sam Elmes (16/09/2025) – Work Note: Replaced park brake valve and repaired windows that were blowing a fuse. Completed truck work and packed up tools.

Drew Brewer (17/09/2025) – Work Note: Cleaned up work area after job.

Item	Quantity	Unit Price	Total
6 HOLE INJECTOR DOSER	1.00	\$503.71	\$503.71
Valve, Push /Pull, Dash, brake control. Button.	1.00	\$239.46	\$239.46
Clamp, 5", exhaust, easy seal, lap, stepped.	1.00	\$20.75	\$20.75
Strap, battery hold, W/Star	3.00	\$38.93	\$116.79
Clutch, NG Clark 2 speed kit.	1.00	\$2194.89	\$2194.89
CLAMP-EASYSEAL,5",STAINLESS	1.00	\$24.15	\$24.15
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.	4.00	\$12.50	\$50.00
Labour Technician NT	14.50 hrs	\$130.00	\$1885.00
Apprentice NT	5.00 hrs	\$100.00	\$500.00
Sub-Total ex GST			\$5534.75

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PLEASE PAY BY	AMOUNT	INVOICE DATE
28/11/2025	\$6088.23	28/10/2025

TAX INVOICE NO. 12913

Warranty Clutch

1. R&R Clutch under warranty

Jack Wild (15/09/2025) – Work Note: Lifted truck, removed exhaust burner, and removed driveshaft. Removed gearbox accessories, unbolted clutch, and unbolted bell housing. Lowered gearbox, removed and replaced clutch, lifted gearbox back into place, bolted bell housing, and torqued to specification. Bolted clutch into place and torqued to specification. Installed clutch accessories, refitted driveshaft and exhaust burner, adjusted clutch, and completed test drive.

Sam Elmes (15/09/2025) – Work Note: Removed side skirts and positioned a jack under the cab. Disconnected all hoses and wires, unbolted clutch, and removed gearbox. Cleaned all mating surfaces and installed new-style clutch. Reinstalled gearbox, reconnected all hoses and wires, and packed up the work area.

Item	Quantity	Unit Price	Total
TTK7651- Clutch 10 spl 15.5"	1.00	\$1610.00	\$1610.00
GASKET GBOX FRONT BRG COVER	1.00	\$4.50	\$4.50
SHAFT INPUT EATON*G-BOX 2"10 SPLINE	1.00	\$161.00	\$161.00
Gasket, Exh, 5"	2.00	\$91.57	\$183.14
CLAMP-5" V-BAND	1.00	\$84.15	\$84.15
Labour Technician NT	20.50 hrs	\$120.00	\$2460.00
(Discount of \$4502.79 included)			\$0.00

Thank you.	(Discount of \$4502.79 included) Subtotal	\$5534.75
	GST	\$553.48
	Total inc GST	\$6088.23
	Amount Applied	\$0.00
	Balance Due	\$6088.23

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. 12913

DUE DATE:	28/11/2025	AMOUNT DUE:	\$6088.23
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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: 11 161370823

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.

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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.

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	AMOUNT	INVOICE DATE
28/11/2025	\$34950.12	30/10/2025

TAX INVOICE NO. 12923

BJC Heavy Haulage
Kindon Station, 14087 Gore Highway
Kindon QLD 4390

Site: XQ39IU
Order No.: XQ39IU
Job Name: Interaxle shaft failure.

K's: 878940 Hr's: 9145.

Ross Martyr (09/10/2025) - Work Note Fitted two axles into the truck and drove it over the pit. Was unable to drive uphill, could only drive downhill and in reverse. Noticed that the front differential had failed and was not functioning correctly when attempting to drive the truck over the pit, drive train was clunking & loosing drive each shaft revolution indication catastrophic failure inside diff compartment. Drained oil from both differentials to inspect the compartments and found excessive metal contamination in both. Disconnected and removed the main driveshaft and front differential. Cleaned oil out of the differential centre and packed it for shipping to be repaired and overhauled.

Ross Martyr (10/10/2025) - Work Note Accessed, disconnected, and removed the rear differential. Packed it securely for shipping.

Sam Elmes (15/10/2025) - Work Note Cleaned out the front differential housing and installed the new diff assembly. Torqued all bolts to specification. Removed and disassembled both front drive hubs for inspection.

Drew Brewer (15/10/2025) - Work Note Fitted the front differential and torqued the housing bolts to specification. Assisted with the removal of both wheel assemblies on the front differential. Cleaned the work area after completion.

Sam Elmes (16/10/2025) - Work Note Removed and cut out old airbags and brace brackets. Straightened and welded tears and cracks, then painted and refitted the components in place. Readjusted to correct ride height, installed the new front airbags, and packed up tools and work area.

Drew Brewer (17/10/2025) - Work Note Removed and replaced two airbags on the rear drive axle. Cleaned out hubs, fitted new bearings and seals to front drive axle hubs, installed hubs onto axle stubs, and torqued nuts to specification. Glued and installed axles, filled differential with new synthetic oil, removed rear diff hubs, cleaned hubs, packed up, and cleaned the work area.

Sam Elmes (17/10/2025) - Work Note Cleaned up the work area, mopped up spilled oil to ensure a safe and tidy workspace. Removed and replaced the ABS valve and began sourcing specialised fittings. Inspected, identified, and ordered required parts. Reassembled the front drive system and packed up tools. Ordered additional parts as needed.

Sam Elmes (20/10/2025) - Work Note Moved the truck out of the shed and cleaned the pit area thoroughly.

Jesse Pretten (21/10/2025) - Work Note Cleaned the diff housing and cut new sealing grooves in flange face. Installed the diff centre, cleaned hubs and bearings, and applied grease before fitting bearings and seals. Installed hubs onto the truck, buffed new axles, applied sealant, and installed into the differential. All bolts torqued to specification.

Jesse Pretten & Ross Martyr (22/10/2025) - Work Note Mounted airbags, trimmed air lines, and fitted new fittings. Installed new supply line to the ABS modulator and connected the 1/4" air line with supplied fittings. Completed wiring for ABS, repaired broken airline for airbag supply, and adjusted brakes (noted that the right-hand rear auto slack adjuster requires replacement). Installed drive and jack shafts, torquing all bolts to specification. Jacked up the front end, released U-bolts, lowered springs, and installed lift blocks. Retightened U-bolts to specification. Found a major air leak in the dash and identified a faulty pressure switch for the release valve. Removed and replaced the park brake release valve—major leak resolved, but minor air leaks remain. Adjusted rear ride height to match the lifted front end, checked driveline angles, and conducted a test drive—all operating correctly.

Drew Brewer (22/10/2025) - Work Note Fitted output yoke on front diff, installed jackshaft and driveshaft, filled rear diff with new oil, secured airlines and wiring with zip ties, fitted spacer blocks under steer springs, tested



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inter-axle lock, adjusted clutch, replaced torque rod bushes on axle 2 (north/south top rod), and cleaned up the work area.

Sam Elmes (22/10/2025) - Work Note Measured and calculated driveshaft and universal joint angles operating angles using digital angle meter, used online calculator to make sure diff and drive shaft angles were operating with a safe range. They were within allowable OEM operating specification.

Jerome Head (22/10/2025) - Work Note Adjusted rear ride height to 254mm from COA and recorded driveline angles. Found bump stop clearance too close at this height. Adjusted ride height to 280mm, then set final height to 275mm for optimal bump stop clearance and level truck stance.

Scott Debney (22/10/2025) - Work Note. Prepare parts for install, lift drive shaft into place, fit rear diff, fit & adjust axle 3 hubs, fit new axles.

Jesse Pretten (23/10/2025) - Work Note Conducted test drive and cleaned work area.

Note: Observed coolant discharging from the overflow while idling in the shed—requires monitoring.

Maintenance

Item	Quantity	Unit Price	Total
Repair D52-190 Dana Spicer Diff	1.00	\$5164.65	\$5164.65
Repair R52-190 Dana Spicer Diff	1.00	\$5409.60	\$5409.60
Diffs outbound freight	1.00	\$195.80	\$195.80
Diffs Inbound freight	1.00	\$207.86	\$207.86
170/190 Axle shaft X lock tapered	1.00	\$770.50	\$770.50
170/190 Axle shaft, non cross lock, tapered stud holes.	1.00	\$667.00	\$667.00
LOCKNUT-INPUT SHAFT 454	1.00	\$45.09	\$45.09
Drive shaft group, Interaxle, 170	1.00	\$3605.40	\$3605.40
Freight	1.00	\$35.00	\$35.00
KIT SPL170 BOLTS & LOCK PLATES	2.00	\$73.39	\$146.78
Yoke, SPL170 Front Diff output. (Through shaft)	1.00	\$576.33	\$576.33
Seal, drive, CR, High temp, long haul, classic.	4.00	\$54.45	\$217.80
Washer, lock tab, drive, HD	4.00	\$21.41	\$85.64
Seal, spicer through shaft.	1.00	\$98.25	\$98.25
Kit, bearing, through shaft, front diff output.	1.00	\$241.32	\$241.32
Oil, diff, Syn gear 80W140, 20LTR	2.00	\$211.85	\$423.70
Air bag, drive, new way.	4.00	\$266.11	\$1064.44
Valve, ABS, assembly pack, 1x3 8 pt5 5psi	1.00	\$1698.06	\$1698.06
Freight	1.00	\$50.00	\$50.00
kit air brake hose repair 40"	1.00	\$108.21	\$108.21
Straight connector 3/4 Nyl	2.00	\$53.07	\$106.14
Joiner 3/4 Nylon	1.00	\$50.76	\$50.76
Hose nylon 3/4 per mtr	1.00	\$20.69	\$20.69
Fitting, ELBOW 3/8 NYLON - 1/4 NPT	2.00	\$13.53	\$27.06
FITTING 3/8 NYLON - 3/8 BSP QC	4.00	\$12.78	\$51.12
45D elbow 3/8 nylon 3/8 bsp	2.00	\$22.49	\$44.98
1/4 FM 3/8 male reducer	2.00	\$14.33	\$28.66
Fitting, Elbow, 1/4 Comp x 1/4" NPT	2.00	\$13.56	\$27.12
Wabco Connector	2.00	\$61.16	\$122.32

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



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Maintenance

Item	Quantity	Unit Price	Total
Freight	1.00	\$15.00	\$15.00
Bush, Hendrickson, torque rod, 5/8 HOLES, 70mm Dia OD TSH32	2.00	\$104.40	\$208.80
Switch LP3 Low pressure	1.00	\$68.76	\$68.76
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.	20.00	\$12.50	\$250.00
Labour Technician NT	58.00 hrs	\$130.00	\$7540.00
Apprentice NT	24.00 hrs	\$100.00	\$2400.00
Sub-Total ex GST			\$31772.84

Thank you.

Sub-Total ex GST	\$31772.84
GST	\$3177.28
Total inc GST	\$34950.12
Amount Applied	\$0.00
Balance Due	\$34950.12

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. 12923

DUE DATE:	28/11/2025	AMOUNT DUE:	\$34950.12
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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: 11 161370823

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.

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	AMOUNT	INVOICE DATE
28/12/2025	\$288.75	11/11/2025

TAX INVOICE NO. 12944

BJC Heavy Haulage
 Kindon Station, 14087 Gore Highway
 Kindon QLD 4390

Site: XQ39IU
Order No.:
Job Name: Starlink

Drew Brewer & Ross Martyr (10/11/2025) - Work Note. Removed RedDot unit roof cover to access the existing wiring harness. Inspected the plug and reviewed the wiring schematic. Cut and prepared the new customer-supplied cable, stripped and terminated the wires, and installed a new Deutsch plug kit. Mounted the Starlink unit to the RedDot cover, refitted the cover to the truck, and routed and secured all associated wiring and harnesses neatly. Tested the Starlink system to confirm correct operation. **K's: 885,998**

Maintenance

Item	Quantity	Unit Price	Total
Deutsch DT 2 Way Kit	1.00	\$22.50	\$22.50
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.	1.00	\$12.50	\$12.50
Labour Technician NT	1.75 hrs	\$130.00	\$227.50
Sub-Total ex GST			\$262.50

Thank you.

Sub-Total ex GST	\$262.50
GST	\$26.25
Total inc GST	\$288.75
Amount Applied	\$0.00
Balance Due	\$288.75

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. 12944

DUE DATE:	28/12/2025	AMOUNT DUE:	\$288.75
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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: 11 161370823

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.

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	AMOUNT	INVOICE DATE
28/12/2025	\$1377.74	25/11/2025

TAX INVOICE NO. 12957

BJC Heavy Haulage
 Kindon Station, 14087 Gore Highway
 Kindon QLD 4390

Site: XQ39IU
Order No.:
Job Name: Air leak

Jesse Pretten (29/10/2025) - Work Note. K's: 885000. Truck arrived with a customer complaint that the air dryer was constantly exhausting. Instructed the apprentice on the correct removal procedure for the air dryer. Connected the diagnostic laptop and scanned for fault codes, retrieving an ECM coolant level fault. Verified coolant level—found within specification. Conducted a live wiggle test on the coolant level sensor wiring using diagnostic tools—no signal fluctuations observed. Determined the sensor or connector to be faulty. Replaced the coolant level sensor and electrical connector by cutting, stripping, and soldering new terminals, then sealing the repair with heat shrink. Installed the new sensor using thread sealant, cleared inactive fault codes, and restarted the engine—no active faults present. Verified that engine protection settings were disabled; re-enabled and updated ECM configuration accordingly. Ran the engine to full air pressure, monitored system performance, and inspected the air dryer operation—no leaks detected and normal function confirmed.

Blake Coleman (29/10/2025) - Work Note. Removed the original air dryer assembly and installed a replacement unit. Inspected and re-secured all associated air lines and fittings, applied thread sealant where required, and pressure-tested the air system—no leaks found. Confirmed correct purge and recharge cycle operation of the new air dryer.

Sam Elmes (04/11/2025) - Work Note. Rebuilt the air dryer assembly, replaced sealing components, and torqued all fasteners to manufacturer specification. Performed final leak test and system pressure check—operation verified OK.

Maintenance

Item	Quantity	Unit Price	Total
SENSOR LOW COOLANT 3 PRONG	1.00	\$252.49	\$252.49
Air drier master kit - Service kit contains T224-P, 228, 235, 238	1.00	\$315.00	\$315.00
Diagnostic Tool	1.00	\$50.00	\$50.00
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.	3.00	\$12.50	\$37.50
Labour Technician NT	3.25 hrs	\$130.00	\$422.50
Apprentice NT	1.75 hrs	\$100.00	\$175.00
Sub-Total ex GST			\$1252.49

Thank you.

Sub-Total ex GST	\$1252.49
GST	\$125.25
Total inc GST	\$1377.74
Amount Applied	\$0.00
Balance Due	\$1377.74

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	AMOUNT	INVOICE DATE
28/12/2025	\$1377.74	25/11/2025

TAX INVOICE NO. 12957

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. 12957

DUE DATE:	28/12/2025	AMOUNT DUE:	\$1377.74
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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: 11 161370823

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.

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	AMOUNT	INVOICE DATE
28/05/2025	\$11395.12	24/04/2025

TAX INVOICE NO. 12594

BJC Heavy Haulage
 Kindon Station, 14087 Gore Highway
 Kindon QLD 4390

Site: XQ39IU
Order No.: XQ39IU
Job Name: Clutch Failure

1. K's: 817076 Hr's: 7949.
2. Complaint of hard pedal on clutch half way down stroke.
3. Disconnect & remove transmission.
4. Discovered failed clutch throw out bearing.

Juston Free (09/04/2025) - Work Note. Remove LH side cab panel to access top of gearbox. Remove all components from the top of the box. Remove drive shaft. Disconnect all hoses, wiring and air lines connected to box. Remove PTO. Unbolt clutch. Remove gearbox. Assess fault. Acquire parts. Clean up bell housings. Remove flywheel. Get machined. R+R rear main crankshaft seal, slave cylinder and line. Refit flywheel and torque. Repair broken exhaust bracket and replace failed exhaust flex. Clean and prep all components for refinement. Fit new clutch and grease line, fit to gearbox. Prep for re-fitment.

Sam Elmes (09/04/2025) - Work Note. Removed transmission & removed clutch found that the throw out bearing had failed, order parts and swapped the out put shaft for a new ten spline. Prepared everything ready to refit the gear box back in.

Juston Free (10/04/2025) - Work Note. Refit gearbox. Torque clutch bolts. Connect all air line, electrical and hoses. Refit drive shaft and exhaust system. Bleed clutch.

Sam Elmes (10/04/2025) - Work Note. Bolted the gear box up and mounted clutch. Bleed clutch. Adjust clutch working travel distance to OEM spec.

Juston Free (11/04/2025) - Work Note. Fill gearbox with oil. Refit cabin panels. Wash, Test drive.

Drew Brewer (11/04/2025) - Work Note. Replaced ride height valve linkage.
 Consumables includes 7/16 bolts & flat washers x 12.

Maintenance

Item	Quantity	Unit Price	Total
CLUTCH 10SPL 2" X 15.5" VCT, Non Solo, manual adjustment.	1.00	\$1825.74	\$1825.74
Shaft, input, 10 spline, 2", Eaton.	1.00	\$213.58	\$213.58
Gasket, input shaft cover	1.00	\$6.24	\$6.24
Fork, new style, Western Star late.	1.00	\$473.86	\$473.86
BEARING SPIGGOT HI-TEMP SEAL	1.00	\$67.01	\$67.01
Seal, rear main crankshaft, ISX. Cummins.	1.00	\$600.76	\$600.76
MACHINE TRUCK FLYWHEEL	1.00	\$136.37	\$136.37
Actuator, clutch slave	1.00	\$487.60	\$487.60
Hose, clutch hydraulic, 2.4m.	1.00	\$849.33	\$849.33
Mount, rear upper, Western Star	2.00	\$51.78	\$103.56
Mount, rear lower, Western Star	4.00	\$40.56	\$162.24
5" CLAMP EXHAUST FLAT BAND	2.00	\$25.11	\$50.22
Grease line with integrated bulkhead & swivel fitting, high temp, high flex.	1.00	\$70.15	\$70.15
Link Kit, Height Control valve.	2.00	\$124.32	\$248.64

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	AMOUNT	INVOICE DATE
28/05/2025	\$11395.12	24/04/2025

TAX INVOICE NO. 12594

Maintenance

Item	Quantity	Unit Price	Total
5" CLAMP V BAND CLAMP	1.00	\$66.18	\$66.18
VALVE-DRAIN air tank	1.00	\$30.75	\$30.75
NLW716-7/16NORD LOCK WASHER PAIR	25.00	\$7.29	\$182.25
Brake Fluid DOT 4 4L	1.00	\$97.68	\$97.68
JOINER FITTING 5/32 (PUSH)	1.00	\$29.48	\$29.48
ELBOW FITTING 1/8NPT 5/32 PUSH	4.00	\$20.78	\$83.12
Fitting, 6mm tube compression, 1/8" BSP, grease fitting	1.00	\$11.94	\$11.94
CONSUMABLES - includes - 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, and grinding discs as needed.	5.00	\$12.50	\$62.50
Labour Technician NT	36.75 hrs	\$120.00	\$4410.00
Apprentice NT	1.00 hrs	\$90.00	\$90.00
Sub-Total ex GST			\$10359.20

Thank you.

Sub-Total ex GST	\$10359.20
GST	\$1035.92
Total inc GST	\$11395.12
Amount Applied	\$0.00
Balance Due	\$11395.12

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.

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DUE DATE:	28/05/2025	AMOUNT DUE:	\$11395.12
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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.