

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
28/08/2024	\$0.00	15/07/2024

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

TAX INVOICE NO. 12151

Site: XB25JK
Order No.: XB25JK
Job Name: rewire unswitched power to
ecm

Ross Martyr & Jack Wild (08/07/2024) - Work Note. 452266kms - Rewire unswitched power supply to the ECM. Remove old wiring harness, order new wiring and fuse holders. Run new wiring and install into conduit. Find power and earth in old harness and cut out and solder in new power and earth. Install fuse holders and earths in battery box, install fuses and test truck for any faults. All tested okay. Finish sealing up & securing harness, drop truck to Brown and Hurley. Collect truck from B&H and drop to SEAE & get lift back.



Thank you.

Sub-Total ex GST	\$1853.34
GST	\$185.33
Total inc GST	\$2038.67
Amount Applied	\$2038.67
Balance Due	\$0.00

How To Pay

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



Credit Card ()
Pay Online thd.simprouite.com/payment/
Please call 0438132798 to pay over the phone.

INVOICE NO. 12151

DUE DATE: 28/08/2024 AMOUNT DUE: \$0.00

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PLEASE PAY BY	AMOUNT	INVOICE DATE
28/10/2024	\$0.00	24/09/2024

TAX INVOICE NO. 12269

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

Site: XB25JK
Order No.:
Job Name: Oil leak repairs

JOB REQUEST - Repair oil leak from bell housing. Repair tight steering. Repair oil leak on power steering res.

Jerome Head (02/09/2024) - Work Note. Remove power steering pump, Switch fittings to new pump. Inspect power steering hoses, return & suction line weeping. Procure parts. R&R suction hose with new clamps, old ones stripped & damaged. R&R return line with attention to rub points. ID & order new power steering res cap. Fill power steering fluid. Setup & bar engine over for clutch unbolting. Collect parts & bell housing.

Ross Martyr (02/09/2024) - Work Note. Pull box. Inspect. Remove PTO, inspect inside transmission, all appeared ok, not much metal, not a lot of wear on internal clutch dog and flywheel. Found internal sealing surface inside halo ring not to be pressing on gasket, cleaned bell housing, measured with straight edge and feeler gauges, found housing to be majorly warped & missing material causing very uneven sealing surface, procure new housing, clean parts & prep for reassembly.

Jack Wild (03/09/2024) - Work Note. Clean bell housing surfaces, install gaskets and mount bell housing to gearbox and torque to spec, also fitted new gasket to input shaft cover, clean fly wheel and install to motor torque all bolts to spec, install new cross shafts, folk and old clutch, jack up engine and remove and replace rear engine mounts, Jack gearbox up and install to engine, torque all bell bolts to spec, bolt clutch to flywheel and torque to spec, attach all hoses and other accessories.

Ross Martyr (03/09/2024) - Work Note. Procured all hardware for clutch mounting, cross shaft mounting, transmission mounting, inspected truck & found LHR drive brake booster bracket broken clean off & booster hanging by hoses & push rod. Procure, clean & replace clutch rod clevis rod ends. Set up to have driveshaft caps temporarily loctite fitted, sorted out all hardware for bell housing mounting. Have flywheel machined as it had not been done when clutch was fitted. Fitted new breather to power steering reservoir. Set tooling up for PTO running play adjustment.

Juston Free (03/09/2024) - Work Note. Help Jack refit gearbox to truck.

Jack Wild (04/09/2024) - Work Note. Jack up front axle and check king pins for movement, remove turbo nose cone and replace with updated one, tighten bullbar bolts install exhaust with new flex 1.2m.

Ross Martyr (04/09/2024) - Work Note. Removed old grease nipple from throw out bearing, fitted new JIC nipple, made & fitted grease line, routed, made bulk head bracket & fitted, fitted spiral wrap to protect new grease line, made dust cover & fitted, cut passthrough hole through cover plate, covered PTO air line, secured, greased, refitted cover, tested clutch throw out swing clearance check. Completed final full truck inspection, graphite spray lubed bonnet guide rubber tracks to make bonnet easier to open, packed up all tooling & work area.

Thank you.

Sub-Total ex GST	\$9183.29
GST	\$918.33
Total inc GST	\$10101.62
Amount Applied	\$10101.62
Balance Due	\$0.00

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PLEASE PAY BY	AMOUNT	INVOICE DATE
28/12/2024	\$0.00	20/11/2024

TAX INVOICE NO. 12366

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

Site: XB25JK
Order No.: XB25JK
Job Name: Driveline overhaul + repairs

Job scope, reported by Derek & operator.

1. Driveshaft repair/service/balance. Done - except jack shaft due to no parts.
2. Slight movement in pinion bearing, please check. Failed diffs.
3. Torque rod bushes, please check & replace if required. Done.
4. Find & repair air leak. Done, some remaining. Ran short of time.
5. Input shaft seals on front & rear diff. Done as part of diff job.
6. 2nd axle front hangers mounting hardware. Done.
7. RH brake light not working. Done.
8. Front left shockie U/S. Done.
9. ABS light on - Fix next visit.
10. Power to IAP unit upgraded required - Unit failed.
11. Check & report shockies and S-cams but don't replace. Done.
12. LH steer ABS sensor failure causing ABS system fault. Next visit.

Cab air bag outer 57P1526. Cab air bag inner R81-1001. K's: 494134

Jack Wild (25/10/2024) - Work Note. Remove drive shafts

Jack Wild (28/10/2024) - Work Note. Dropped drive shaft off for overhaul, removed torque rod arms and press out old bushes order new bushes and install into the torque rod, found leaking wheel seal removed hub/tires, clean bearings order new seal and reinstall new seal and bearings and torque to spec, found worn out & failed pilot bearing in rear diff when pinion cluster was removed.

Drew Brewer (28/10/2024) - Work Note. R&R & upgrade & glue all front drive axle hanger bracket mounting hardware.

Sam Elmes (28/10/2024) - Work Note. Order parts and remove a torque rods with seized bolts.

Juston Free (29/10/2024) - Work Note. Remove axles, hoses, electrical and diff center on rear drive. Complete the same process for front diff also removing through shaft yoke. Procure parts. Clean axles. Remove LH rear hub assembly. Clean bearing and hub. Fit new seal. Reassemble hub. Adjust wheel bearing. Complete the some process for the front LHS and RHS. Refit torque rod arms to the diff centers.

Jack Wild (29/10/2024) - Work Note. Remove mounting bolts for diff center and press yoke off the through shaft, pry out diff center and attach lifting mounts, lower diff to the floor and roll out on trolley, lift out of pit onto pallet, remove wheels and hubs and put through parts washer, press new torque rod bushes into arms and mount back onto truck, remove and replace cab air bags.

Sam Elmes (29/10/2024) - Work Note. Cleaned out both diff housings & assist mounting the torque rods. Packed up all tools.

Jack Wild (30/10/2024) - Work Note. Clean/buff diff mounting bolts & loctite stud into diff, Diagnose abs fault, found issue was inside cab, sensors and chassis harness tested OK.

Juston Free (30/10/2024) - Work Note. Clean up diff studs and refit. Clean housing. Help Jack inspect and diagnose abs fault.

Ross Martyr (30/10/2024) - Work Note. Clean & disassemble 2 x yokes and prep for machine shop to collect and resurface 2 x seal areas, make assessments to replace or repair, multiple phone calls, no stock available, pack & ship for machining.

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Scott Debney (01/11/2024) - Work Note. Clean and prep parts. Install front diff and axles. Fit yokes and install new drive shaft. Install rear diff and axles

Sam Elmes (01/11/2024) - Work Note. Fitted front diff.

Juston Free (01/11/2024) - Work Note. Attempt to replace air filters. Customer supplied incorrect filters. Identify and order new filters. Collect diff yoke. Clean up bay

Jack Wild (04/11/2024) - Work Note. Fill diffs with new synthetic, high temp oil, Install output shaft on front diff, fit jack shaft, remove and replace front shocks, remove and replace IAP cable, test drive truck, OK. Top up diffs, change diff ratio on ECM to 4.33.

Sam Elmes (04/11/2024) - Work Note. Fitted old jack shaft & torqued.

PAID

Thank you.

Sub-Total ex GST	\$34521.99
GST	\$3452.20
Total inc GST	\$37974.19
Amount Applied	\$37974.19
Balance Due	\$0.00

How To Pay

Direct Deposit

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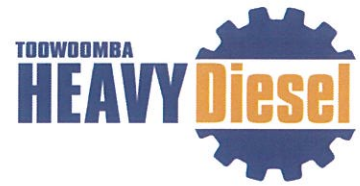
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TAX INVOICE NO. 12386

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

Site: XB25JK
Order No.:
Job Name: B service + follow ups

1. Complete B service. Done. 501876 k's
2. Fit new jack shaft. Outstanding.
3. R&R icepack mounts. Done.
4. Make and fit new drive suspension ride height valve linkage with upgraded clevis rose clevis ends please. Done.
5. Replace all air bag fittings as they are leaking. Done.
6. Icepack cuts out intermittently. Please fix. Won't run at all now. SEAE. Done.
7. Diagnose & repair remote tipper controls. Done.
8. Correct ABS fault. Done.
9. John Kell's Operator 0412063997. Call him if required.

Jack Wild (18/11/2024) - Work Note. Complete B service. Procure parts. Install new air fitting right through air bag & air drier systems. Remove and replace icepack engine mounts. Bolts were seized and very difficult to get to and access.

Juston Free (18/11/2024) - Work Note. Complete service as per checklist. Replace indicator on air cleaner. Fabricate & fit new ride height linkage.

Sam Elmes (18/11/2024) - Work Note. Pulled and replaced the ice pack inner bushes. Ordered parts and packed up tools.

Jack Wild (19/11/2024) - Work Note. Remove and replace engine mounts on icepack, 2 man job + used forklift to suspend icepack whilst repairs were completed. Found excessive wear in angle chassis brackets where icepack mounted, further works required in future to correct this wear, had weld on bushes made to assist in repairing this issue. Deliver vehicle to SEAE for auto electrical repairs.

Sam Elmes (20/11/2024) - Work Note. Found front RH drive suspension air bag base mount bracket miss aligned badly. Lifted suspension, support chassis with stands, unbolt RH front drive position air bag mount bracket, aligned correctly so air bag was sitting straight, re-secured U-bolts and removed stands. Fitted ice pack cover with new hardware that had been welded up and repaired.

Thank you.

Sub-Total ex GST	\$9634.04
GST	\$963.40
Total inc GST	\$10597.44
Amount Applied	\$10597.44
Balance Due	\$0.00

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PLEASE PAY BY	AMOUNT	INVOICE DATE
28/01/2025	\$0.00	18/12/2024

TAX INVOICE NO. 12400

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

Site: XB25JK
Order No.: XB25JK
Job Name: Follow ups

Job scope -

- Speak to Sean Kells regarding items outstanding. Jackshaft & icepack fan outstanding.
- Intermittent non start icepack, starter motor at fault.
- R&R all brake hoses.
- LH drive booster bracket broken.

Sam Elmes (09/12/2024) - Removed booster from the broken bracket. Removed slack adjuster and welded the bracket back together, reassemble slack adjuster & booster. R&R all the booster air lines due to the old ones been damaged, hard & leaking. Switched reusable ends to new lines cut to size. Packed up and adjusted brakes.
Drew Brewer (09/12/2024) - 510302k's. 1583hrs. Order parts. Blow out dust from under icepack cover. Replaced icepack starter motor, this job took a long time due to access to starter motor bolts. Fit new belts to icepack.
Drew Brewer (10/12/2024) - Replaced icepack fuel lines to & from tank.



Thank you.

Sub-Total ex GST	\$2376.25
GST	\$237.63
Total inc GST	\$2613.88
Amount Applied	\$2613.88
Balance Due	\$0.00

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INVOICE NO. 12400

DUE DATE: 28/01/2025 **AMOUNT DUE:** \$0.00

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PLEASE PAY BY	AMOUNT	INVOICE DATE
28/03/2025	\$8634.93	17/02/2025

TAX INVOICE NO. 12482

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

Site: XB25JK
Order No.:
Job Name: Repairs

1. Air leaks find & repair.
2. Check complaint of play in front diff (new diff). Remove a shim.
3. Front hanger bolts possibly loose, please investigate.
4. Air leak in cab suspension somewhere, please do full leak check including air bags.
5. Clutch adjustment.
6. Icepack weld on spacers as mounting holes are flogged out.
7. truck air con not getting cold anymore. - SEAE
8. Washer motor replace, cant get genuine.- SEAE
9. Extra set of front driving spotties/lights. - SEAE
10. R&R bottom icepack thermo fan. - SEAE
11. Icepack rewire. Waterproof plugs please (maybe Deutsch plugs) - SEAE
12. R&R failed turbo
13. Cab mount repair

Sam Elmes (17/01/2025) - Removed front shaft & check movement. Within spec, diff supplier said this is acceptable.

Drew Brewer (03/02/2025) - Removed and inspected ice pack bushes, replaced left front diff shock, check front hanger bolts, inspected play in front diff, repaired cab rivets, replaced air fitting on back of gearbox, removed thermo fan on ice pack.

Ross Martyr (03/02/2025) -

Fault found. LH front cab mount broken off front of cab.

Cause. Wear and tear.

Repair. Access mount, remove all internal covers. Assess repair options. Call panel beaters to investigate options of fitting Huck bolts. Not possible due to size of holes. purchased hardware to allow completion of repairs. Jacked up and supported cab. Aligned holes. Drilled holes oversized. Fitted supports to new hardware and fitted bolts to holes from inside of cab using long welded steel n handles for access due to air conditioner box being mounted in front of access area on inside of cab. Fitted 4 x new bolts and washers. Torqued to spec. Please monitor this mount for security. If further issue persist an upgraded bracket may be required.

Blake Coleman (05/02/2025) - Fit light bar to bull bar.

Drew Brewer (05/02/2025) - Replaced ice pack bushes.

Ross Martyr (06/02/2025) - Ks. 531997. Hrs. 8065. Tighten up bottom ice pack bolts. Noticed that turbo had broken mounting housing where it meets manifold. Removed old turbo cleaned all surfaces and relevant parts fitted new mounting hardware and nuts for studs and nuts. Genuine. Index new turbo fitted new turbo onto engine talked mounting bolts and nuts fitted turbo draining turbo feed exhaust pipe pipe and intake pipe lubed and service. All threads and clamps tightened up started truck check for leaks stopped engine. Carried out pressure test on charge out air cooler to confirm it didn't have a hole it didn't. It's okay. Packed up all tooling and work area placed old turbo in cool return box. Road tested truck and checked boost 31 psi boost underload. Park truck for collection by customer.

Sam Elmes (06/02/2025) - Complete CAC pressure test to 30 psi, passed OK. This carried out at turbo had cracked/broken mounting exhaust snail cover. Test drive truck to validate all repairs. Packed up tooling & work

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area. Pack away special tooling.

Maintenance

Item	Quantity	Unit Price	Total
8 x 5/16 F X 1 G8 ZP BLT	1.00	\$17.63	\$17.63
8 x 5/16 F X 1.1/4 G8 ZP BLT			
8 x 5/16 F X 1.1/2 G8 ZP BLT			
8 x HEX NUT UNF 5/16 GR8 ZP			
8 x NYLOC NUT UNF 5/16 G8 Z/P			
16 x GRADE 8 F/W 5/16 Z/P	1.00	\$19.43	\$19.43
4 x AL&ST RIVET TRUSS HD 8-8			
5 x BULB-TITE RIVET DIA:7.7MM	1.00	\$239.26	\$239.26
KYB SHOCK ABSORBER			
4 x Icepack Rear Mount Bush Including Crush Tube, Bolts, Nuts & Washers. PAR-1230	1.00	\$149.40	\$149.40
Machine 4 x upgraded steel bush inserts for icepack as per discussion & samples supplied. With larger diameter base flange.	1.00	\$261.82	\$261.82
FITTING 3/8 NYLON - 1/4 NPT	1.00	\$10.05	\$10.05
TEE 1/4 NPT - 3/8 NYLON	2.00	\$19.20	\$38.40
RWI + Measure	1.00	\$244.70	\$244.70
Turbo - ISX	1.00	\$3960.00	\$3960.00
Nut - GENII ISX Turbo mount	4.00	\$54.92	\$219.68
Stud Gen II ISX Turbo mount	4.00	\$66.71	\$266.84
GASKET GENII ISX Turbo mount	1.00	\$68.15	\$68.15
O-ring GEN II ISX turbo air connection	1.00	\$47.57	\$47.57
O-ring GENII ISX Turbo oil feed	2.00	\$24.29	\$48.58
O-ring GENII ISX oil feed nipple - STORM	1.00	\$35.67	\$35.67
GASKET GENII ISX Turbo oil drain flange	1.00	\$45.26	\$45.26
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 and grinding discs as needed.	5.00	\$12.50	\$62.50
Apprentice NT	10.50 hrs	\$90.00	\$945.00
Labour Technician NT	9.75 hrs	\$120.00	\$1170.00
Sub-Total ex GST			\$7849.94

Thank you.

Sub-Total ex GST	\$7849.94
GST	\$784.99
Total inc GST	\$8634.93
Amount Applied	\$0.00
Balance Due	\$8634.93

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PLEASE PAY BY	AMOUNT	INVOICE DATE
28/04/2025	\$8197.86	27/03/2025

TAX INVOICE NO. 12571

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

Site: XB25JK
Order No.: XB25JK
Job Name: Axle 2 suspension hanger bracket

1. Axle 2 suspension hangers keep coming loose, drill out holes and upgrade to 3/4 mounting bolts. Done.
Used a lot of consumables to complete this task.
2. Engine fan split & realign radiator. Done.
3. Road train covers need new clips. Ran out of time to complete task sorry.
4. Tighten axle 3 suspension hanger mounting bolts. Done.

Drew Brewer & Ross Martyr (17/03/2025) - Work Note. Jacked up axle 2, placed on stands, removed wheels, unbolted both suspension hanger brackets from chassis, cleaned up, "V" ground out cracks, prepared for welding, heated, welded crack in spring hanger, pad welded and ground back feet of spring hanger to allow contact with chassis to make hangers last longer, set up sand container & placed both brackets undercover in sand to allow slow cooling & correct weld repairs, mag drilled out holes on mudguard brackets, chassis & drill out hangers, upgraded mounting hardware from 5/8" to 3/4" to give better clamping force, fitted both spring hangers and mounted right side mudguard bracket, painted brackets & chassis after repairs were completed.

Sam Elmes (17/03/2025) - Work Note. Mounted studs, spacers & fan. Adjusted fan shroud so it doesn't hit. Found that the RH rear CAC hose was too long for the pipe so I pulled it off and fitted a shorter one to better suit the position. Started to build fan shroud brackets to mount it to the engine packed up tools and work place

Juston Free (17/03/2025) - Work Note. Refit drive mud guards and tighten all hanger bracket mounting bolts.

Drew Brewer & Ross Martyr (18/03/2025) - Work Note. Mounted left side mudguard, fit axle 2 wheels, torqued all spring hanger bolts, torqued all wheel nuts on axle 2, replaced rear engine mounts as they were hard, squashed & not supporting engine correctly, tried GAFF brand to see if they last better in this position, adjusted drive suspension ride height as it was 40mm above specification, made tabs for chassis deck cover plate & upgraded mounting hardware, fitted plate back into place.

Juston Free (18/03/2025) - Work Note. Fit LH mud guards back onto chassis.

Sam Elmes (18/03/2025) - Work Note. Upgraded all 4 fan shroud brackets from chassis mounted to engine mounted to stop engine cooling fan from hitting the shroud and becoming damaged. Cut material, shaped, drilled, bent and welded up all the shroud brackets. R&R CAC pipe hose RHS turbo end as old one was deformed & damaged from misalignment. Checked over all work. 2nd person assist to fit deck plate. Packed up tools and cleaned work place

Maintenance

Item	Quantity	Unit Price	Total
Mount, Stemco, radiator, bunk & rear engine mount for Peterbilt	4.00	\$32.00	\$127.98
4 x M16 X 180 10.9 ZP BLT	1.00	\$29.94	\$29.94
4 x NYLOC NUT M16 CL8 Z/P			
FAN-HORTON HS11	1.00	\$660.33	\$660.33
6 x 3/4 F X 2.1/2 G8 ZP BLT	1.00	\$32.10	\$32.10
6 x 3/4 F X 3 G8 ZP BLT			
3/4" UNFB x 3" grade 8, plus 1 x Nyloc nut to suit & 2 x flat washers. FRH drive axle 2 mudguard bracket mounting bolt.	1.00	\$19.11	\$19.11
Nut, 3/4" Nyloc G8	12.00	\$3.94	\$47.28

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28/04/2025	\$8197.86	27/03/2025

TAX INVOICE NO. 12571

Maintenance

Item	Quantity	Unit Price	Total
Washer, Flat, G8, hardened.	24.00	\$1.31	\$31.50
2 X GALMET SPRAYPAINT BRUNSWICK GREEN GLOSS 350 G	1.00	\$53.91	\$53.91
Freight	1.00	\$7.50	\$7.50
1.5 X MULTIPURPOSE 35BAR WP	1.00	\$72.95	\$72.95
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 and grinding discs as needed.	20.00	\$12.50	\$250.00
Labour Technician NT	51.00 hrs	\$120.00	\$6120.00
Sub-Total ex GST			\$7452.60

Thank you.	Sub-Total ex GST	\$7452.60
	GST	\$745.26
	Total inc GST	\$8197.86
	Amount Applied	\$0.00
	Balance Due	\$8197.86

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. 12571

DUE DATE: 28/04/2025 AMOUNT DUE: \$8197.86

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
28/07/2025	\$1851.95	18/06/2025

TAX INVOICE NO. 12698

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

Site: XB25KJ
Order No.: XB25KJ - Peterbuilt.
Job Name: Oil pressure test

KMS: 581665. HRS: 3217.

Work scope: Low oil pressure complaint.

Drew Brewer (09/06/2025) - Work Note. Procure engine oil filter, travel to breakdown onsite at BJC depot Toowoomba, setup & fit manual pressure testing gauge tooling, found 40psi engine oil pressure at idle, 50psi at 1500 rpm, engine oil Pressure OK. Replace oil pressure sender as sensor had failed and there was engine oil inside plug socket area, sent truck to our workshop for further more intensive diagnostics & harness repairs as wiring was bare and there was fault codes pertaining to broken wires as well on this circuit, travel back to our workshop, tested ECM to sensor wiring harness for wiring faults, fault was intermittent, (found suspected broken wire), ran in 2 x new wires from ECM to oil pressure plug, cable tied, tidied & secured up wiring, test ran engine to confirm repair success, (no further faults found), pack up tooling & work area, inspected engine mounts, OK but the bottom of one had split off, ordered upgraded mounts to be fitted at a later date.

Jerome Head (09/06/2025) - Work Note. Undertake diagnosis process with Drew. Pin to pin, schematic overview, circuit testing & familiarisation. Codes active 0141, 0187 & 0422. Please note that the active coolant level sensor code is relating to the sensor circuit, the harness is not connected to the level sensor on the header tank & has been bypassed, we advise that this be connect to avoid overheating the engine in a low coolant level situation. Consumables includes: twin core wire, conduit, cable ties, DT deutsche pins.

Maintenance

Item	Quantity	Unit Price	Total
GENII SENSOR TEMP/PRESSURE OIL 4 PRONG	1.00	\$854.84	\$854.84
Travel per KM	25.00	\$1.35	\$33.75
Diagnostic Tool	1.00	\$50.00	\$50.00
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.	5.00	\$12.50	\$62.50
Apprentice NT	6.25 hrs	\$90.00	\$562.50
Labour Technician NT	1.00 hrs	\$120.00	\$120.00
Sub-Total ex GST			\$1683.59

Thank you.	Sub-Total ex GST	\$1683.59
	GST	\$168.36
	Total inc GST	\$1851.95
	Amount Applied	\$0.00
	Balance Due	\$1851.95

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
28/07/2025	\$1851.95	18/06/2025

TAX INVOICE NO. 12698

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. 12698

DUE DATE: 28/07/2025 **AMOUNT DUE:** \$1851.95

1 Definitions and interpretation

1.1 Definitions

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

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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.

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Termination Date means the earlier of:

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In this agreement unless the context otherwise requires:

- (a) words importing any gender include every gender;
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- (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;
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- (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.