Capem Pty Ltd Trading as Northeast Isuzu
ABN: 42 008 000 664 | ACN: 008 000 664
1222-1238 Port Wakefield Road, Burton, SA 5110 | 08 8280 9899
accounts.receivable@northeastauto.com.au
www.northeastauto.com.au

SERVICE TAX INVOICE

Invoice No.: 1215997

Invoice Date 7/07/2026
Invoiced By: Anton
Repair Order No.: 370735

Customer Order No.: T9	Invoice to Account No.: **1001037** **OUTSIDE IDEAS SA PTY LTD** **MR. DYLAN THOMSON** **86 LEADER ST** **FORESTVILLE SA 5035**	Make: ISUZU TRUCKS	**Rego No.: SB10NL**	Odometer: 300074
Fleet No.: T09		Build Date: 18/12/2017	Stock No.:	Manuf. Ref. No.: B15289
Business Phone: 8297 2330		VIN: JALFVZ34PG7000771		Model: FH-FVZJZ-L16
Phone 1: 08 8297 2330	Owner/Driver Details: OUTSIDE IDEAS Mr. David Wieloch 86 Leader Street FORESTVILLE SA 5061	Model Name: FVZ 260-300 AUTO MWB		Delivery Date: 26/02/2018
Phone 2:		Body: TIPPER		Engine No.: 6HK1 206160
Phone 3: 0431 422 811		**ACCOUNT**		Colour: ARC WHITE

No.	Detail	Amount
1	D-DPD INSPECTED DIESEL PARTICULATE DIFFUSER CONDITION & OPERATION FOUND SEVERAL CODES FOUND INTERUPTTED BURNS REQUIRES NEW EGR VALES REQUIRES THERMOSTATS REQUIRES DPD CLEAN	**$250.01**
2	DISCLAIMER DPD DPD REPAIR DISCLAIMER AT TIMES DPD FAULTS CAN BE SYMPTOMS RATHER THAT THE CAUSE. OTHER FAULTS MAY BE PRESENT THAT CAN ADVERSLEY AFFECT THE DPD SYSTEM.	
3	S-DPD CLEAN CARRIED OUT DPD CLEAN REMOVED DPD, STRIPPED AND INSPECTED. CLEANED DPD FILTERS AND REASSEMBLED ALL. REFITTED TO VEHICLE AND CARRIED OUT MANUAL REGENERATION. TESTED OK. REPLACED EGR VALVE REPLACED THERMOSTATS ROAD TESTED ALL GOOD	**$1,400.00**

Part Number	Part Description	Quantity	Nett Value	Total Cost
1221160400	GASKET; DPD	1.00	45.66	45.66
8982959210	THERMOSTAT	1.00	31.33	31.33
8976110920	GASKET; DPD	2.00	26.02	52.04
8980889400	HOSE; RUBBER-SENSOR	1.00	34.23	34.23
8980889410	HOSE; RUBBER-SENSOR	1.00	34.23	34.23
8976020483	THERMOSTAT	1.00	37.10	37.10
8976084230	GASKET; EGR VLV	1.00	40.65	40.65
8981010670	HARNESS; CABLE	1.00	46.24	46.24
8976032820	GASKET; EGR VLV	1.00	28.89	28.89
1221160430	GASKET; EXH PIPE	2.00	46.81	93.62

$443.99

4	S-SERVICE 300K CARRIED OUT 300,000KM SERVICE ENGINE HOURS: NA --- NEXT SERVICE DUE AT KMS: 320 000 HOURS: NA	**$1,600.00**

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Phone 2:		Body: TIPPER		Engine No.: 6HK1 206160
Phone 3: 0431 422 811		**ACCOUNT**		Colour: ARC WHITE

No.	Detail	Amount
4	S-SERVICE 300K DATE: 7/1/27 ----- CHECKED OVER TYRES CHECKED OVER BRAKES REPLACED ENGINE OIL AND FILTER REPLACED FUEL FILTER REPLACED AIR FILTERS REPLACED DIFF OIL REPLACED NUMBER LGIHT GLOBE TOPPED UP COOLANT VALVE ADJSUTMENT ROAD TESTED GREASED ALL POINTS BRAKE TESTED ----- ***TYRE REPORT*** FRONT RH: 8MM FRONT LH: 8MM *1st AXLE* REAR RH OUTER: 3MM REAR RH INNER: 5MM REAR LH INNER: 2M REAR LH OUTER: 2MM *2nd AXLE* REAR RH OUTER: 11MM REAR RH INNER: 11MM REAR LH INNER: 5MM REAR LH OUTER: 4MM ***BRAKE REPORT*** FRONT RH: 13MM FRONT LH: 13MM *1st AXLE* REAR RH: NEW REAR LH: NEW *2nd AXLE* REAR RH: 13MM REAR LH: 13MM ------- SEATBELT WORN	

northeast | ISUZU

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SERVICE TAX INVOICE

Invoice No.: 1215997

Invoice Date	7/07/2026
Invoiced By:	Anton
Repair Order No.:	370735

Customer Order No.: T9	Invoice to Account No.: **1001037** **OUTSIDE IDEAS SA PTY LTD** **MR. DYLAN THOMSON** **86 LEADER ST** **FORESTVILLE SA 5035**	Make: ISUZU TRUCKS	**Rego No.: SB10NL**	Odometer: 300074
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Phone 2:	Mr. David Wieloch 86 Leader Street	Body: TIPPER		Engine No.: 6HK1 206160
Phone 3: 0431 422 811	FORESTVILLE SA 5061	**ACCOUNT**		Colour: ARC WHITE

No.	Detail	Amount

4 S-SERVICE 300K

AC NEEDS NEW DIAG

Part Number	Part Description	Quantity	Nett Value	Total Cost
CONSUMABLES	CONSUMABLES	0.00	0.00	0.00
8980714240	FILTER; ACL-INNER	1.00	51.30	51.30
8980714230	FILTER; ACL-OUTER	1.00	108.86	108.86
8976038890	GASKET; COOLER	1.00	66.03	66.03
8976001670	GASKET; EGR PIP	1.00	20.08	20.08
8943913791	GASKET; HD TO COVER	1.00	79.29	79.29
1821940390	BULB; LICENSE PLATE LAMP	1.00	4.05	4.05
W92956473	DIFF OIL - 85/140	24.00	9.00	216.00
W92956062	ENGINE OIL-NEXT GEN PLUS	19.00	10.00	190.00
WENE-LC2	HIGH TEMP LITHIUM GREASE	0.00	0.00	0.00
92958226	SERVICE KIT FR/FS/FT/FV 6 CYL	1.00	206.99	206.99
SBR2220	WIPER REFILL 22"	3.00	8.00	24.00
ENVIRO	ENVIROMENTAL LEVY	0.00	0.00	0.00

$966.60

5 BRAKE ROLLER & SHAKE

CARRIED OUT BRAKE ROLLER TEST
BRAKE EFFICIENCY
- AXLE 1 REPORT: PASS
- AXLE 2 REPORT: PASS

Part Number	Part Description	Quantity	Nett Value	Total Cost
BRAKE ROLLER LICENCE F	BRAKE ROLLER LICENCE FEE	1.00	90.00	90.00

$90.00

6 D-BRAKE

REPLACED FIRST DRIVE BRAKE SHOES AND BRAKE DRUMS **$1,200.00**
REPLACED BOTH FRONT HUB ASSEMBLIES
ADJUSTED ALL BRAKES
BRAKE TESTED
ALL GOOD

Part Number	Part Description	Quantity	Nett Value	Total Cost
REKSMA2124707QP	BRAKE SHOE 16.5"X7"	2.00	140.33	280.66
BD15055192WASTE	BRAKE DRUM 10 STUD 335MM PCD OUTBOARD	2.00	164.83	329.66

$610.32

7 R-HUB CAP

CARRIED OUT HUB CAP REPAIR

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Phone 3: 0431 422 811	FORESTVILLE SA 5061	**ACCOUNT**		Colour: ARC WHITE

No.	Detail	Amount
7	R-HUB CAP REMOVED HUB CAP AND CLEANED MATING SURFACES. REASSEMBLED WITH NEW SEAL. FILLED OIL. WASHED AND TESTED OK.	

Part Number	Part Description	Quantity	Nett Value	Total Cost
8983292960	CAP; HUB FRT AX	2.00	131.52	263.04
2208R928	GASKET	2.00	3.89	7.78

$270.82

Miscellaneous Charges

Environmental & Consumable Levy **$50.00**

Bank Account Details
Bank: CBA Branch:
BSB: 065000 Account No.: 12464815
Account Name: CAPEM PTY. LIMITED

Sub Total:	$6,881.74
Rounding:	$0.00
GST:	$688.17
Total:	$7,569.91

Warranty Statement
Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
• to cancel your service contract with us; and
• to a refund for the unused portion, or to compensation for its reduced value.
You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

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Northeast Auto Group – Terms & Conditions of Trade

1. Definitions

1.1 "Seller" shall mean Northeast Auto Group and its successors and assigns.

1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.

1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.

1.4 "Goods" shall mean Goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).

1.5 "Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).

1.6 "Price" shall mean the cost of the Goods as agreed between the Seller and the Customer subject to clause 4 of this contract.

2. Acceptance

2.1 Any instructions received by the Seller from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Customer has entered into this agreement, the Customer's shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.

2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.

2.5 The Customer undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice).

3. Goods

3.1 The Goods are as described on the invoices and quotation as provided by the Seller to the Customer.

4. Price And Payment

4.1 At the Seller's sole discretion the Price shall be either;

(a) The Price shall be as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or

(b) The Price shall be the Seller's current Price, at the date of delivery of the Goods, according to the Seller's current Price list; or

(c) The Price of the Goods shall (subject to clause 4.2) be the Seller's quoted Price which shall be binding upon the Seller provided that the Customer shall accept in writing the Seller's quotation within fourteen (14) days.

4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Seller's quotation and will be shown as extras on the invoice. Payment for all extras must be made in full at their time of completion.

4.3 At the Seller's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.

4.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.

4.5 The Seller may withhold delivery of the Goods until the Customer has paid for them, in which event payment shall be made before the delivery date.

4.6 At the Seller's sole discretion, payment for approved Customers shall be made by instalments in accordance with the Sellers delivery/payment schedule.

4.7 At the Seller's sole discretion, payment for approved Customers shall be due on 30th day of each month following the posting of a statement to the Customer's address or address for notices.

4.8 At the Sellers sole discretion, for certain approved Customers payment will be due either seven (7) or thirty (30) days following the date of the invoice.

4.9 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Customer and the Seller.

4.10 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

5. Delivery Of Goods / Services

5.1 Delivery of the Goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Customer at the Seller's address.

5.2 Delivery of the Goods to a carrier, either named by the Customer or failing such naming to a carrier at the discretion of the Seller for the purpose of transmission to the Customer, is deemed to be a delivery of the Goods to the Customer.

5.3 The costs of carriage and any insurance which the Customer reasonably directs the Seller to incur shall be reimbursed by the Customer (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Customer's agent.

5.4 Where there is no agreement that the Seller shall send the Goods to the Customer, delivery to a carrier at limited carrier's risk at the expense of the Customer is deemed to be delivery to the Customer.

5.5 The Seller may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.

5.6 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

5.7 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that;

(a) such discrepancy in quantity shall not exceed 5%, and

(b) the Price shall be adjusted pro rata to the discrepancy.

5.8 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.

5.9 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

6. Risk

6.1 If the Seller retains property in the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.

6.2 If any of the Goods are damaged or destroyed prior to property in them passing to the Customer, the Seller is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

7. Customer's Disclaimer

7.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Customer acknowledges that he buys the Goods relying solely upon his own skill and judgement and that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Customer and shall not be transferable to any subsequent Customer.

8. Defect/Returns

8.1 The Customer shall inspect the Goods on delivery and shall within fourteen (14) days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

8.2 For defective Goods, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:

(a) the Customer has complied with the provisions of clause 8.1;

(b) the Goods are returned at the Customer's cost within fourteen (14) days of the delivery date;

(c) the Seller will not be liable for Goods which have not been stored or used in a proper manner;

(d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonable possible in the circumstances.

8.3 The Seller may (in its discretion) accept the Goods for credit but this may incur a handling fee of 35% of the value of the returned Goods plus any freight.

9. Warranty

9.1 Subject to the conditions of warranty set out in Clause 9.2 the Seller warrants that if any defect in any workmanship manufactured by the Seller becomes apparent and is reported to the Seller within twelve (12) months of the date of delivery (time being of the essence) then the Seller will (at the Sellers sole discretion) repair the defect or replace the workmanship.

9.2 The conditions applicable to the warranty given by Clause 9.1 are:

(a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

i) Failure on the part of the Customer to properly maintain any Goods; or

ii) Failure on the part of the Customer to follow any instructions or guidelines provided by the Seller; or

iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or

iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or

v) Fair wear and tear, any accident or act of God.

(b) The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.

(c) In respect of all claims the Seller shall not be liable to compensate the Customer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Customers claim.

9.2 For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall be under no liability whatsoever, except for the express conditions as detailed and stipulated in the manufacturers warranty.

9.3 In the case of second hand Goods the Customer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Seller as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

10.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

11. Intellectual Property

11.1 Where the Seller has designed or drawn Goods for the Customer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Customer at the Seller's discretion.

11.2 Conversely, in such a situation, where the Customer has supplied drawings, the Seller in its sale conditions may look for an indemnity (the specifications and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller).

11.3 Where any designs or specifications have been supplied by the Customer for manufacture by or to the order of the Seller then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

11.4 The Customer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Customers order.

12. Default & Consequences Of Default

12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.

12.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.

12.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this clause.

12.4 If any account remains unpaid at the end of the second month after supply of the goods or services the following shall apply: An immediate amount of the greater of $20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable in addition to the interest payable under clause 12.1 hereof.

12.5 In the event that:

(a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or

(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer;

then without prejudice to the Seller's other remedies at law

(i) the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and

(ii) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.

13. Title

13.1 It is the intention of the Seller and agreed by the Customer that property in the Goods shall not pass until:

(a) The Customer has paid all amounts owing for the particular Goods, and

(b) The Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer, and that the Goods shall be kept separate until the Seller shall have received payment and all other obligations of the Customer are met.

13.2 It is further agreed that:

(a) Until such time as ownership of the Goods shall pass from the Seller to the Customer the Seller may give notice in writing to the Customer to return the Goods or any of them to the Seller. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease.

(b) If the Customer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

(c) The Customer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller.

(d) The Customer shall not deal with the money of the Seller in any way which may be adverse to the Seller.

(e) Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership of rights in respect of the Goods shall continue.

(f) The Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.

(g) The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Customer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.

(h) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer.

(i) Until such time the Customer has the Seller's authority to convert the goods into other products and if the goods are so converted, the parties agree that the Seller will be the owner of the end products.

14. Security And Charge

14.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:

(a) Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

(b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.

(c) To give effect to the provisions of clause [14.1 (a) and (b)] inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

15. Cancellation

15.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

16. Privacy Act 1988

16.1 The Customer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Seller.

16.2 The Customer and/or the Guarantor/s agree that the Seller may exchange information about Customer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

(a) To assess an application by Customer;

(b) To notify other credit providers of a default by the Customer;

(c) To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and

(d) To assess the credit worthiness of Customer and/or Guarantor/s.

16.3 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

16.4 The Customer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Customer and Seller or required by law from time to time:

(a) provision of Services & Goods;

(b) marketing of Services and or Goods by the Seller, its agents or distributors in relation to the Services and Goods;

(c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services/Goods;

(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and

(e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services and Goods.

16.5 The Seller may give, information about the Customer to a credit reporting agency for the following purposes:

(a) to obtain a consumer credit report about the Customer; and or

(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

17. Unpaid Seller's Rights To Dispose Of Goods

17.1 In the event that:

(a) the Seller retains possession or control of the Goods; and

(b) payment of the Price is due to the Seller; and

(c) the Seller has made demand in writing of the Customer for payment of the Price in terms of this contract; and

(d) the Seller has not received the Price of the Goods,

then, whether the property in the Goods has passed to the Customer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Customer the loss to the Seller on such disposal.

18. Lien

18.1 Where the Seller has not received or been tendered the whole of the price, or the payment has been dishonoured, the Seller shall have:

(a) a lien on the goods;

(b) the right to retain them for the price while the Seller is in possession of them;

(c) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and

(d) a right of resale,

(e) the foregoing right of disposal,

provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the price having been obtained

19. General

19.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

19.2 All Goods supplied by the Seller are subject to the laws of South Australia and the Seller takes no responsibility for changes in the law which affect the Goods supplied.

19.3 The Seller shall be under no liability whatsoever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.

19.4 In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Services.

19.5 The Customer shall not set off against the Price amounts due from the Seller.

19.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

19.7 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Customer of such change.

19.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

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