



TAX INVOICE

Linct Group
Attention: Steve Fazzino
Factory 7 2-4 Purton Rd
PAKENHAM VIC 3810
AUSTRALIA

Invoice Date
2 Aug 2021

Invoice Number
INV-0619

Reference
LR210 - 02.08.2021

ABN
64 095 772 919

ABR Repairs Pty Ltd
PO Box 324
TUMBY BAY SA 5605
abrrepairs01@gmail.com

Description	Quantity	Unit Price	GST	Amount AUD
ISUZU NPR300 - LR210 40,916 km's 20,000km Service				
Rear diff oil replaced Service brakes and park brake adjusted Replace wiper blades	10.00	110.00	10%	1,100.00
Both front tyres need replacing Fuel tanks on tray need both pump replaced for 24V ones Crack in windscreen on passenger side				
Engine Oil	13.00	5.75	10%	74.75
Gearlube	4.50	8.54	10%	38.43
Wiper Blades	2.00	5.20	10%	10.40
NP/NQR Service Kit - 92958224	1.00	215.59	10%	215.59
Filter ACL - 8970622940	1.00	133.20	10%	133.20
Freight	1.00	30.00	10%	30.00
			Subtotal	1,602.37
			TOTAL GST 10%	160.24
			TOTAL AUD	1,762.61

Due Date: 16 Aug 2021

To pay via EFT
Commonwealth Bank
BSB: 062-093
ACC: 10010690
Description - Invoice Number



PAYMENT ADVICE

To: ABR Repairs Pty Ltd
PO Box 324
TUMBY BAY SA 5605
abrrepairs01@gmail.com

Customer
Invoice Number
Amount Due
Due Date
Amount Enclosed

Linct Group
INV-0619
1,762.61
16 Aug 2021

Enter the amount you are paying above

ABR REPAIRS Pty Ltd

Mechanical, Auto Electrical, Air Conditioning Servicing & Repairs

MOBILE: 0429 230676

ABN: 64 095 772 919

Date: 2.8.21	Day: MONDAY	Time: 11.30	Description
Company Name: LINLT ROADS.	Contact Name: ROB PORTBURY	Service: ☒	
Area / Site: 55km STH COOBR	Contact Phone Number:	Repair: ☐	
Rego No: 1LL3PE	Purchase Order Number:	Call Out: ☐	
Asset Number: LR210	Customer Email Address:		
Kilometres: 40,916	Hours: ✓		
Equipment Make: ISUZU	VIN Number: JAANPS75HG7100963		
Equipment Model: NPR300	Engine Model: ISUZU.		
Total Labour Time: 10	Engine Serial No:		
Origin:	Destination: STOCKPILE STH COOBR PROJ		
Km's One way:	Total Kilometres:		

JOB / FAULT DESCRIPTION:

20,000 km SERVICE.

DESCRIPTION OF REPAIRS COMPLETED:

20,000 km SERVICE

- REAR DIFF OIL REPLACED
- SERVICE BRAKES + PARK BRAKE ADJUSTED.
- REPLACE WIPER BLADES

ADDITIONAL FAULTS FOUND, RECOMMENDED FUTURE REPAIRS:

BOTH FRONT TYRES NEED REPLACING.

FUEL TANKS ON TRAY NEED BOTH PUMPS REPLACED FOR 24V ONES.

CRACK IN WINDSCREEN ON PASSENGER'S SIDE

Prime Mover / Rigid Truck Mechanical Inspection Schedule

Date: _____
 Unit Number: LR 210
 Rego Number: 1LL-3PE
 Service Type: 20,000 km
 Kilometres: 40,916
 Hours: -

Mechanic: R. ARMSBY
 Mechanic: Z. BEVAN
 Serviceman: _____
 Operator: _____
 Spotter: _____

TRUCK INSPECTION SCHEDULE

20,000Km SERVICE

The following inspections require having the engine running or machine moving. Use of an operator and spotter may be required.

IN CAB

No.	ACTION	CHECKS	S	US	N/A	Initial
1	Inspect	Door latches & seals, Smoke bomb cab (if necessary)	✓			ZB
2	Inspect	Seat belt for damage, fraying & anchor bolt security	✓			ZB
3	Check	Seat for correct operation, excessive movement, cover & cushion condition	✓			ZB
4	Check	Windscreen & other glass in the cab for chips or cracks	✓			ZB
5	Check	Operation of window winders and door handles	✓			ZB
6	Check	Pedal rubbers are on and in good condition	✓			ZB
7	Check	For breakdown triangles, first aid kit is in date, wheel brace & jack	✓			ZB
8	Check	Operation of ignition, instrument cluster, warning alarms & switches	✓			ZB
9	Check	Operation of steering wheel (lock to lock), security of column adjuster	✓			ZB
10	Check	Park lights, headlight lights, spot lights, indicators, brake lights & rotating beacon	✓			ZB
11	Check	Operation of horn, AM/FM radio, UHF radio and internal cab light	✓			ZB
12	Check	Operation of E Stops			✓	RA
13	Check	Wipers & washers	✓			ZB
14	Check	Fire extinguisher for safety ties, gauge in green, rotate a couple of times & tap bottom to release sediment	✓			ZB

RUNNING CHECKS

15	Check	Clutch pedal free play operation / adjustment	✓			ZB
16	Check	For excessive exhaust smoke or abnormal noises / vibrations	✓			RA
17	Check	For excessive time for the air pressure to build up, operation of gauges & governor			✓	RA
18	Check	Operation of gears, ease of selection of High/Low range & gear splitter	✓			ZB
19	Test	Operation of automatic transmission kick down, lock-up & neutral inhibitor switch			✓	RA
20	Test	Service brake operation / adjustment <i>Note</i>	✓			ZB
21	Test	Park brake operation (test on a 10° slope)	✓			RA
22	Check	For brake drag	✓			RA
23	Test	Operation of engine or exhaust brake	✓			ZB
24	Check	The general driving characteristics of vehicle	✓			ZB
25	Check	Operation of PTO, raise tipper body & check hoist for leaks	✓			RA
26	Check	Check operation of water sprayers, dribble bar & cannon			✓	RA
27	Check	Operation of air conditioner & heater	✓			ZB
28	Check	Using a scan tool check for fault codes	✓			ZB
29	Check	DPF Status and conduct a manual burn if required	✓			RA

FRAME & BODY

Park on level ground, Raise tipper body, Fit body prop, Relieve all pressures, Start from front right hand side and work clockwise around vehicle checking each item below

No.	ACTION	CHECKS	S	US	N/A	Initial
30	Check	Cab mounts, operation of cab tilt & locking mechanism	✓			RA
31	Check	For external body damage / security to bonnet, tanks & tipper body	✓			RA
32	Check	Rear vision mirrors & brackets for condition & operation	✓			RA
33	Check	Steps & handrails for security	✓			RA
34	Check	Mudguards, mudflaps for condition & security	✓			RA
35	Check	For metal fatigue in chassis rails, cross members tow hitch frame	✓			RA
36	Inspect	Hoist mounting bolts, pivot points & hydraulic hoses	✓			RA
37	Check / Clean	Check battery box, mountings, terminals, cables & electrolyte levels <i>SEE NOTE</i>	✓			RA
38	Inspect	All air lines, valves / fittings for air leaks & chaffing	✓			ZB
39	Inspect	All grease lines for damage / security & grease penetration	✓			ZB
40	Inspect	Electrical harnesses / junction boxes for chaffing & dust sealing	✓			RA
41	Inspect	Ringfeeder / Turn Table	✓			ZB

UNDER BONNET / ENGINE BAY

42	Inspect	Exhaust manifolds / covers, bolts, turbo, piping for any leaks & security	✓			RA
43	Inspect / Tighten	Air induction boxes / hoses / piping / fittings for damage & presence of dusting	✓			RA
44	Inspect	Fuel pump / pipes / hoses / clamps, for leakage & movement	✓			ZB
45	Inspect	Engine for oil leaks & damaged hoses	✓			ZB
46	Check	Engine mounts for wear & security	✓			ZB
47	Check	Water pump "tell tail" for leakage or blockage	✓			RA
48	Check	Alternator pulley, mountings, bearings & idler pulleys	✓			RA
49	Check	Air Conditioner compressor pulley, mountings, hose connections for leakage & movement	✓			ZB
50	Inspect	Fan, Alternator, Air conditioner belts for condition & tension	✓			ZB
51	Inspect	Fan blades for cracks, wear, damage & security	✓			ZB
52	Check	Radiator mountings, coolant leakage & air flow through radiator	✓			ZB
53	Inspect	Coolant / heater hoses / clamps for condition, leaks & tightness	✓			RA
54	Inspect	Power steering reservoir / pump / hoses for leakage	✓			RA
55	Inspect	Power steering box for oil leaks, excessive movement, security of steering column & drag link	✓			RA
56	Inspect	Steering column universal joints, slip joint & mountings	✓			ZB
57	Inspect	Electrical harnesses / connections for damage & security	✓			ZB
58	Inspect	Engine bay is free of combustible materials i.e. leaves, sticks & rags for prevention of fire hazards	✓			RA

POWER TRAIN & AXLES

Jack up all axles to check wheel bearings, steering linkages & kingpins

59	Check	Front wheel bearings adjust or replace if necessary	✓			RA
60	Check	For movement in both kingpins & steering ball joints & linkages, while jacked up grease all points on both kingpins	✓			RA
61	Inspect	All shackle pins / bushes / shock absorbers / U bolts / wear plates for wear, movement & tension	✓			RA
62	Inspect	Transmission / PTO for oil leaks, mounts & lubrication of pivot points	✓			RA
63	Inspect	Universal joints / slip joints / centre bearings for movement & rubber deterioration	✓			ZB
64	Inspect	Differentials for oil leaks, excessive movement in input & output shafts	✓			RA
65	Check	Torque rod arms, pins, bushes, mounting bolts for wear & tension	✓			RA

No.	ACTION	CHECKS	S	US	N/A	Initial
66	Check	Rear wheel bearings adjust or replace if necessary	✓			RA
67	Inspect	All brake linings / pads for thickness & adjustment, adjust if required	✓			RA
68	Check	Operation / wear of S cams & brake boosters			✓	RA
69	Check	Air bags for leaks or damaged to cones			✓	RA
70	Inspect	Wheel rims for damage, cracks missing or loose wheel nuts	✓			RA
	Inspect	Tyres for damage, tread depth & pressure		✓		ZB
71	Depth / Damaged	P2: 2mm P4: P8: 10 9 P12: P16:		✓		RA
		P7: 9 P11: P15:				
		P6: 9 P10: P14:				
	Pressure	P1: 0 mm P3: P5: 10 P9: P13:		✓		RA
		P2: 100 P4: P8: 90 P12: P16:				
		P7: 90 P11: P15:				
		P6: 90 P10: P14:				
		P1: 100 P3: P5: 90 P9: P13:				

Every 100,000km

Remove wheels, brake drums, brake callipers & inspect for wear

72	Measure	Brake drums or Rotors				
		P2: P4: P6: P8:				
		P1: P3: P5: P7:				
73	Measure	Brake linings or pads				
		P2: P4: P6: P8:				
		P1: P3: P5: P7:				
74	Inspect	For worn, damaged or broken S Cams, S Cam bushes springs or retaining clips				

Check & adjust valve clearances & engine brake

75		Cylinder 1	Cylinder 2	Cylinder 3	Cylinder 4	Cylinder 5	Cylinder 6
	Intake						
	Exhaust						
	E Brake						

TRUCK LUBRICATION SCHEDULE

20,000 Km Service

No.	ACTION	ITEM	SIGN	ITEM	SIGN
1	Drain	Air Tanks:	ZB		
2	Change	Engine Oil:	ZB.		
3	Change Filters	Engine Oil (Cut/Inspect):	ZB	Air Filter:	RA.
		Fuel / Water Separator:	ZB	Secondary Fuel:	ZB.
4	Inspect	Secondary Air Filters:	NA	Signs of Dusting Y/N:	RA
5	Inspect / Clean	Air Cleaner Dust Bowl:	RA.		
6	Inspect, Clean / Replace Breathers	Engine:	RA	Front Diff:	RA
		Transmission:	RA	Rear Diff:	RA
		Power Steering:	RA	Transmission:	RA
7	Check / Top up	Front Diff:	ZB	Rear Diff:	ZB
		Hydraulic Tank:	RA	Coolant:	RA
		Brake / Clutch Fluid:	RA	Windscreen Washer:	RA

50,000 Km Service

8	Change	Transmission Oil:	Power Steering Oil:
9	Change Filters	Transmission Filter:	

100,000 Km Service

10	Sample	Coolant:		
11	Change	Coolant (on SOS):	Transmission Oil (on SOS):	
		Front Diff Oil (ON SOS):	Rear Diff Oil (on SOS):	
12	Change Filters	Front Diff:	Inner Air:	

DEFECTS & COMENTS

37 N260 INSTALL 24V FUEL PUMPS ON FUEL POD
 67 ALL BRAKES ADJUSTED FRONT + REAR.
 4 CRACK PASSENGER SIDE STONE CHIP MIDDLE
 70 BOTH FRONT TYRES WEARING UNEVEN
 TREAD DEPTH ILLEGAL
 20 PARK Break ADJUSTMENT
 21 ALL BREAKS ADJUSTED

SERVIC COMPLETION DECLARATION

On signing / initialling this service report you deem that this service has been thoroughly completed. The equipment is in a safe and operational condition at the time of inspection / service.

Mechanic / Supervisor Signature

R. ARNOLD

Name of Mechanic / Supervisor

Service Completion Date

2-8-21

Emanuele Bros Pty Ltd

ABN: 35118254247 | ACN: 118254247
a: 3 Footner Road Port Augusta SA 5700
t: (08) 8643 6233 | f: (08) 8643 6266
e: reception@paisuzu.com.au

SERVICE TAX INVOICE

Invoice No.:	123932
Invoice Date	5/07/2022
Invoiced By:	Marie
Repair Order No.:	58294

Customer Order No.:	Invoice to Account No.: 200	Make: ISUZU TRUCKS	Rego No.: 1LL3PE	Odometer: 70230
Fleet No.:	SERVICE - CASH SALES	Build Date: 26/09/2017	Stock No.:	Manuf. Ref. No.:
Business Phone:		VIN: JAANPS75HG7100963		Model: NH-NPSAB-B16
Phone 1: 0456 729 189		Model Name: NPS 75/45-155 4x4		Delivery Date: 21/08/2018
Phone 2: 0456 729 189	Owner/Driver Details: Linct Group Pty Ltd JAROD HOSKING	Body: CAB CHASSIS		Engine No.: 4HK1 653767
Phone 3: 0456 729 189	PAKENHAM UPPER VIC 3810	CASH		Colour: WHITE

No.	Detail	Amount																														
1	<u>GENBODY01</u> COMPLAINT: CARRY OUT RH SIDE LIGHT ASSEMBLY REPAIR - CAUSE: REQUESTED - CORRECTION: REMOVED AND REPLACED RH SIDE ASSEMBLY FOUND ALL BRACKETS BENT/ BROKEN ADJUSTED TO SPEC ALL OK AT TIME OF TESTING AND REPAIRS <table><tr><th>Part Number</th><th>Part Description</th><th>Quantity</th><th>Nett Value</th><th>Total Cost</th></tr><tr><td>8981554580</td><td>LAMP; TURN SIGN</td><td>1.00</td><td>69.37</td><td>69.37</td></tr><tr><td>8980340561</td><td>COVER; HEADLAMP</td><td>1.00</td><td>19.90</td><td>19.90</td></tr><tr><td>0911801060</td><td>NUT</td><td>1.00</td><td>4.74</td><td>4.74</td></tr><tr><td>8981647230</td><td>BOLT;HEADLAMP</td><td>4.00</td><td>3.23</td><td>12.92</td></tr><tr><td>8982413250</td><td>LAMP ASM; HEAD</td><td>1.00</td><td>215.84</td><td>215.84</td></tr></table>	Part Number	Part Description	Quantity	Nett Value	Total Cost	8981554580	LAMP; TURN SIGN	1.00	69.37	69.37	8980340561	COVER; HEADLAMP	1.00	19.90	19.90	0911801060	NUT	1.00	4.74	4.74	8981647230	BOLT;HEADLAMP	4.00	3.23	12.92	8982413250	LAMP ASM; HEAD	1.00	215.84	215.84	446.34
Part Number	Part Description	Quantity	Nett Value	Total Cost																												
8981554580	LAMP; TURN SIGN	1.00	69.37	69.37																												
8980340561	COVER; HEADLAMP	1.00	19.90	19.90																												
0911801060	NUT	1.00	4.74	4.74																												
8981647230	BOLT;HEADLAMP	4.00	3.23	12.92																												
8982413250	LAMP ASM; HEAD	1.00	215.84	215.84																												
		\$322.77																														
2	<u>S:MY18-075K</u> CARRIED OUT 75,000KM SERVICE AS PER COUPON - REPLACED ENGINE OIL & OIL FILTER REPLACED AIR FILTER REPLACED FUEL FILTERS -	393.61																														

EMANUELE BROS – Terms & Conditions of Trade

1. **Definitions**
1.1 "Seller" shall mean EMANUELE BROS 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 Seller's 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 is 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 its new condition as is reasonably 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) Fire 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 Customer's 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 as 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 all 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
14. **Security And Charge**
14.1 Despite anything to the contrary contained herein or any other rights which the Seller may have however:
(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-clause, 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 registrable 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)(b) 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.

Emanuele Bros Pty Ltd

ABN: 35118254247 | ACN: 118254247

a: 3 Footner Road Port Augusta SA 5700

t: (08) 8643 6233 | f: (08) 8643 6266

e: reception@paisuzu.com.au

SERVICE TAX INVOICE

Invoice No.:	123932
Invoice Date	5/07/2022
Invoiced By:	Marie
Repair Order No.:	58294

Customer Order No.:	Invoice to Account No.: 200	Make: ISUZU TRUCKS	Rego No.: 1LL3PE	Odometer: 70230
Fleet No.:	SERVICE - CASH SALES	Build Date: 26/09/2017	Stock No.:	Manuf. Ref. No.:
Business Phone:		VIN: JAANPS75HG7100963		Model: NH-NPSAB-B16
Phone 1: 0456 729 189		Model Name: NPS 75/45-155 4x4		Delivery Date: 21/08/2018
Phone 2: 0456 729 189	Owner/Driver Details: Linct Group Pty Ltd JAROD HOSKING	Body: CAB CHASSIS		Engine No.: 4HK1 653767
Phone 3: 0456 729 189	PAKENHAM UPPER VIC 3810	CASH		Colour: WHITE

No.	Detail	Amount
-----	--------	--------

 2 S:MY18-075K

CHECKED ENGINE BAY FOR SIGNS OF LEAKS. CHECKED ENGINE MOUNTS. CHECKED TRANSMISSION & TRANSMISSION MOUNTS. CHECKED ALL FLUID LEVELS, BELTS, TENSIONERS, PULLEYS, HOSES, WHEEL NUTS, TYRE WEAR AND TYRE PRESSURES. ROTATED TYRES AS REQUIRED. TESTED A/C & HEATER SYSTEM AND CONTROLS FRONT & REAR. CHECKED FUEL & COOLANT LINES/HOSES. PRESSURE TESTED COOLING SYSTEM AND CHECKED COOLANT GLYCOL LEVEL. CHECKED BALL JOINTS, RACK ENDS AND STEERING RACK. CHECKED AND FRONT AND REAR SUSPENSION. CHECKED REAR AXLE. INSPECTED THE EXHAUST SYSTEM. CHECKED AND ADJUSTED CLUTCH AND BRAKES & ABS CABLES. CHECKED PARK BRAKE & WARNING LIGHT OPERATION. GREASED ALL POINTS. CHECKED ALL LIGHTS & HORN. CHECKED WINDSHIELD WIPERS & WASHERS. CHECKED CENTRAL LOCKING FOR ALL EXTERNAL DOORS. CHECKED ALL DOORS OPERATING CORRECTLY. CHECKED REAR DOOR HINGES & SEALS. CHECKED SEAT AND SEATBELT CONDITION. CHECKED LOCKER DOOR LOCKS, LATCHES & HINGES. CHECKED CONDITION OF BATTERIES & LOAD TESTED. ROAD TESTED, ALL OK.

TYRE REPORT

FRONT RH: 5MM

FRONT LH: 6MM

1st AXLE

REAR RH OUTER: 7.5MM

REAR RH INNER: 7MM

REAR LH INNER: 6.8MM

REAR LH OUTER: 7MM

BRAKE REPORT

FRONT RH: 8MM

FRONT LH: 8MM

1st AXLE

REAR RH: 9MM

REAR LH: 9MM

Part Number	Part Description	Quantity	Nett Value	Total Cost
-------------	------------------	----------	------------	------------

EMANUELE BROS – Terms & Conditions of Trade

- 1. Definitions**
- 1.1 "Seller" shall mean EMANUELE BROS 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 Seller's 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 is 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 its new condition as is reasonably 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) Fire 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 Customer's 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 as 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 all 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. 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 however:
- (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-clause, 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 registrable 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)(b) 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.

Emanuele Bros Pty Ltd

ABN: 35118254247 | ACN: 118254247
a: 3 Footner Road Port Augusta SA 5700
t: (08) 8643 6233 | f: (08) 8643 6266
e: reception@paisuzu.com.au

SERVICE TAX INVOICE

Invoice No.:	123932
Invoice Date	5/07/2022
Invoiced By:	Marie
Repair Order No.:	58294

Customer Order No.:	Invoice to Account No.: 200	Make: ISUZU TRUCKS	Rego No.: 1LL3PE	Odometer: 70230
Fleet No.:	SERVICE - CASH SALES	Build Date: 26/09/2017	Stock No.:	Manuf. Ref. No.:
Business Phone:		VIN: JAANPS75HG7100963		Model: NH-NPSAB-B16
Phone 1: 0456 729 189		Model Name: NPS 75/45-155 4x4		Delivery Date: 21/08/2018
Phone 2: 0456 729 189	Owner/Driver Details: Linct Group Pty Ltd JAROD HOSKING	Body: CAB CHASSIS		Engine No.: 4HK1 653767
Phone 3: 0456 729 189	PAKENHAM UPPER VIC 3810	CASH		Colour: WHITE

No.	Detail	Amount
	<u>S:MY18-075K</u>	
	GREASE RENOLIT XTB GREASE RENOLIT XTB 2	1.00 17.77 17.77
	2	
	CONSUMABLES CONSUMABLES	1.00 27.27 27.27
	8970622940 FILTER; ACL	1.00 104.51 104.51
	W92956120 ENGINE OIL NEXT GEN 10W/40	10.50 12.00 126.00
	92958224 SERVICE KIT NP/NQR MY18	1.00 165.84 165.84
	ENVIRO ENVIROMENTAL LEVY	1.00 15.00 15.00
		\$456.39

-page 3 of 3-

<u>Company Details:</u> Emanuele Bros Pty Ltd ACN 118254247 ABN 35118254247	<u>Bank Account Details</u> Bank: CBA Branch: BSB: 065000 Account No.: 12464911 Account Name: PORT AUGUSTA ISUZU	Sub Total: \$1,619.11 Rounding: -\$0.02 GST: \$161.91 Total: \$1,781.00
---	--	--

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.

EMANUELE BROS – Terms & Conditions of Trade

1. **Definitions**
1.1 "Seller" shall mean EMANUELE BROS 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 Seller's 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 is 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 its new condition as is reasonably 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) Fire 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 Customer's 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 as 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 all 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
14. **Security And Charge**
14.1 Despite anything to the contrary contained herein or any other rights which the Seller may have however:
(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-clause, 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 registrable 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)(b) 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.



Prime Mover / Rigid Truck Servicing Schedule

Date:	<u>21.09.24</u>	Serial No:	<u>JAANPS75HG7100963</u>
Unit Number:	<u>LR210</u>	Mechanic:	<u>Robert Arnsby</u>
Rego Number:	<u>1LL3PE</u>	Mechanic:	
Service Type:	<u>100,000</u>	Serviceman:	
Kilometres:	<u>100,843</u>	Operator:	
Hours:		Spotter:	

INSPECTION SCHEDULE

EVERY SERVICE

The following inspections require having the engine running or machine moving. Use of an operator and spotter may be required.

IN CAB

No.	ACTION	CHECKS	S	US	N/A	Initial
1	Inspect	Door latches & seals	X			RA
2	Check	Operation of window winders & door handles	X			RA
3	Inspect	Seat belt for damage, fraying & anchor bolt security		X		RA
4	Check	Seat for correct operation, excessive movement, cover & cushion	X			RA
5	Check	Operation of ignition & security of key, instrument cluster, warning alarms, warning indicator lights & horn	X			RA
6	Check	Windscreen & other glass in the cab for chips or cracks	X			RA
7	Check	Wipers & Washers	X			RA
8	Check	Park lights, headlights, spot lights, indicators, brake lights, internal cab light, reverse camera & rotating beacon		X		RA
9	Check	Operation of AM / FM radio & UHF radio				RA
10	Check	Rear view mirrors & brackets for condition & operation	X			RA
11	Check	Operation of steering wheel (lock to lock), security of the column adjustor	X			RA
12	Check	Clutch pedal free play operation & adjustment	X			RA
13	Check	Pedal rubbers are on & in good condition	X			RA
14	Check	For breakdown triangles, condition & complete set		X		RA
15	Check	For a wheel brace & jack		X		RA
16	Check	For a first aid kit, in date & complete	X			RA
17	Check	Operation of E-Stops		X		RA
18	Check	Fire extinguisher for safety ties, gauge in green, rotate a couple of times & tap bottom to release sediment	X			RA

RUNNING CHECKS

No.	ACTION	CHECKS	S	US	N/A	Initial
19	Check	For excessive exhaust smoke or abnormal noises / vibrations	X			RA
20	Check	For excessive time for the air pressure to build up, operation of the gauges & governor kick in			X	RA
21	Test	Operation of automatic transmission kick down, lock-up & neutral inhibitor switch			X	RA
22	Test	Operation of gears, ease of selection of High / Low range & the gear splitter	X			RA

23	Inspect	Service brake operation / adjustment		X		RA
24	Check	Park brake operation (test on a 10° slope)		X		RA
25	Check	For brake drag	X			RA
26	Check	Operation of engine or exhaust brake	X			RA
27	Check	The general driving characteristics of the vehicle		X		RA
28	Check	Operation of the PTO, raise tipper body & check for leaks	X			RA
29	Check	Operation of water sprayers, dribble bar & cannon			X	RA
30	Check	Operation of air conditioner & heater	X			RA
31	Check	Using a scan tool check for fault codes	X			RA
32	Conduct	DPF Status & conduct a manual burn if required	X			RA

FRAME & BODY

Park on level ground, Isolate generator, Fit body prop, Relieve all pressures, Start from front right hand side and work clockwise around generator checking each item below

No.	ACTION	CHECKS	S	US	N/A	Initial
33	Check	Cab mounts, operation of cab tilt & locking mechanism	X			RA
34	Check	Bonnet mounts, operation of bonnet tilt struts / locking mechanism	X			RA
35	Check	For external body damage / security of bonnet to main body, check	X			RA
36	Check	Steps & handrails for integrity & security	X			RA
37	Check	Mudguards, mudflaps for condition & security		X		RA
38	Check	For metal fatigue in chassis rails, cross members & tow hitch frame	X			RA
39	Check	Hoist mounting bolts, pivot pins / hinges & hydraulic hoses	X			RA
40	Check / Clean	Check battery box, mountings, terminals, cables & electrolyte levels	X			RA
41	Inspect	All air lines, valves / fittings for air leaks & chaffing			X	RA
42	Inspect	All grease lines for damage / security & grease penetration	X			RA
43	Inspect	Ringfeeder / Turn Table			X	RA
44	Check	Hazard warning / component location Decals	X			RA
45	Inspect	Electrical harnesses / junction boxes for chaffing & dust sealing	X			RA

UNDER BONNET / ENGINE BAY

No.	ACTION	CHECKS	S	US	N/A	Initial
46	Inspect	Exhaust manifolds / covers, bolts, turbo, piping for any leaks & security	X			RA
47	Inspect / Tighten	Air induction boxes / hoses / piping / fittings for damage & presence of dusting		X		RA
48	Inspect	Fuel pump / pipes / hoses / clamps, for leakage & movement	X			RA
49	Inspect	Engine for oil leaks & damaged hoses	X			RA
50	Check	Engine mounts for wear & security	X			RA
51	Check	Water pump "tell tail" for leakage or blockage	X			RA
52	Check	Alternator pulley, mountings, bearings & idler pulleys	X			RA
53	Check	Air Conditioner compressor pulley, mountings, hose connections for leakage & movement	X			RA
54	Inspect	Fan, alternator, air conditioner belts for condition & tension		X		RA
55	Inspect	Fan blades for cracks, wear, damage & security	X			RA
56	Check	Radiator mountings, coolant leakage & air flow through radiator		X		RA
57	Inspect	Coolant / heater hoses / clamps for condition, leaks & tightness	X			RA
58	Inspect	Power steering box for oil leaks, excessive movement, security of steering column & drag link	X			RA
59	Inspect	Steering column universal joints, slip joint & mountings	X			RA
60	Inspect	Electrical harnesses / connections for damage & security	X			RA
61	Inspect	Engine bay is free of combustible materials i.e. leaves, sticks & rags for prevention of fire hazards	X			RA

POWER TRAIN & AXLES

Jack up all axles to check wheel bearings, steering linkages& kingpins																		
No.	ACTION	CHECKS												S	US	N/A	Initial	
62	Check	Front wheel bearings adjust or replace if necessary												X			RA	
63	Check	For movement in all kingpins & steering ball joints & linkages, while jacked up grease all points on all kingpins												X			RA	
64	Inspect	All shackle pins, bushes, shock absorbers, U Bolts, wear plates for wear, movement & tension													X		RA	
65	Inspect	Transmission, PTO for oil leaks, mounts & lubrication of pivot points												X			RA	
66	Inspect	Universal joints, slip joints, centre bearings for movement & rubber												X			RA	
67	Inspect	Differentials for oil leaks, excessive movement in input & output shafts												X			RA	
68	Check	Torque rod arms, pins, bushes, mounting bolts for & tension												X			RA	
69	Check	Rear wheel bearings adjust or replace if necessary												X			RA	
70	Inspect	All brake linings, pads for thickness, adjustment & adjust if required												X			RA	
71	Inspect	Brake linings or pads, through inspection hole, check adjustment												X			RA	
72	Check	Operation / wear of S cams & brake boosters														X	RA	
73	Check	Airbags for leaks or damage to cones														X	RA	
74	Inspect	Wheel rims for damage, cracks missing or loose wheel nuts												X			RA	
75	Inspect	Tyres for damage, tread depth & pressure															RA	
	Depth / Damage	P2:	9	mm	P4:	NA	mm	P8:	4	mm	P12:	NA	mm	P16:	NA	mm	X	RA
						P7:	6	mm	P11:	NA	mm	P15:	NA	mm				
						P6:	5	mm	P10:	NA	mm	P14:	NA	mm				
76	Pressure	P1:	9	mm	P3:	NA	mm	P5:	10	mm	P9:	NA	mm	P13:	NA	mm	X	RA
		P2:	62	psi	P4:	NA	psi	P8:	60	psi	P12:		psi	P16:		psi		
						P7:	68	psi	P11:		psi	P15:		psi				
						P6:	65	psi	P10:		psi	P14:		psi				
100,000 kms																		
No.	ACTION	CHECKS												S	US	N/A	Initial	
Check & adjust valve clearances & engine brake																		
77		Cylinder 1		Cylinder 2		Cylinder 3		Cylinder 4										
	Intake																	
	Exhaust																	
		Cylinder 5		Cylinder 6		Cylinder 7		Cylinder 8										
	Intake																	
	Exhaust																	
78	Check	Using a Coolant Test Strip & compare to chart, change if necessary																
79	Check	Glow Plugs for power & conduct a continuity test on each plug																
200,000 kms																		
Remove wheels, brake drums, brake callipers & inspect for wear																		
80	Measure	Brake drums or Rotors														X	RA	
		P1:		mm	P4:		mm	P6:		mm	P8:		mm					
		P2:		mm	P3:		mm	P5:		mm	P7:		mm					
81	Measure	Brake linings or pads														X	RA	
		P1:	10	mm	P4:	10	mm	P6:	NA	mm	P8:	NA	mm					
		P2:	10	mm	P3:	10	mm	P5:	NA	mm	P7:	NA	mm					
82	Inspect	For worn, damaged or broken S Cams, S cam bushes springs or retaining														X	RA	
83	Check	Wheel Bearings Check /Change & Re-pack with grease if necessary														X	RA	
		P2:			P4:			P6:			P8:							P10:

		P1:		P3:		P5:		P7:		P9:				
LUBRICATION SCHEDULE														
20,000 km Service														
84	Drain	Air Tanks:				NA								
85	Change	Engine Oil:				RA								
86	Change Filters	Engine Oil (Cut/Inspect):				RA		Air Filter:			RA			
		Fuel / Water Separator:				RA		Secondary Fuel:			RA			
87	Inspect / Change	Secondary Air Filters:				NA		Signs of Dusting Y / N:			N			
88	Inspect / Clean	Air Cleaner Dust Bowl:				RA								
89	Inspect / Clean / Replace Breathers	Engine Breather:				RA		Front Diff:			RA			
		Transmission:				RA		Rear Diff:			RA			
20,000 km Service														
90	Check / Top up	Gearbox / Transmission:				RA		Transfer Case:			RA			
		Front Diff:				RA		Rear Diff:			RA			
		Power Steering Fluid:				RA		Coolant:			RA			
		Brake / Clutch Fluid:				RA		Windscreen Washer Fluid:			RA			
50,000 km Service														
91	Change	Transmission Oil:				RA		Power Steering Oil:						
92	Change Filters	Transmission Filter:				NA								
100,000 km service														
93	Sample	Coolant:				RA								
94	Change	Coolant (on SOS):				NO		Front Diff Oil:			RA			
		Rear Diff Oil:				RA								
95	Change Filters	Front Diff:				NA								
AFTER EVERY SERVICE														
96	Check	All fluid levels & Correct Running operation of generator, disconnect trailer									RA			
DEFECTS / COMENTS & PARTS TO BE ORDERED														
3	Seat back rest adjuster handle is missing the plastic cover													
8	Number plate lights aren't working													
14	No breakdown triangles in the cab													
15	No wheel brace and jack in the cab													
17	Needs an E-Stop installed													
23	Brakes need adjusting													
27	Truck needs a wheel alignment													
37	Rear mud guards need manufacturing													
47	Air filter cover is missing a retaining clip													
54	A/C Belt is starting to crack													
56	Intercooler is half filled with mud													
64	Tie rod end boots need replacing													
SERVICE COMPLETION DECLARATION														
On signing / initialling this service report you deem that this service has been thoroughly completed. The equipment is in a safe and operational condition at the time of inspection / service.														
 Mechanic / Supervisor Signature   Service Completion Date														

IL TINSOY

Name of Mechanic / Supervisor

PRIME MOVER / TRUCK

SERVICING SCHEDULE

Date : 23/05/2025
LR No: LR210
Rego: 1L23PE

VIN: JAANP875H6Z100963
KMs/Hours: 11972
Service Type: 10.000

INSPECTION SCHEDULE

The following inspections require having the engine running or machine moving. Use of an operator and spotter may be required.

IN CAB

No.	ACTION	CHECKS	S	US	N/A	Initial
1	Inspect	Door latches & seals	x			
2	Check	Operation of window winders & door handles	x			
3	Inspect	Seat belt for damage, fraying & anchor bolt security	x			
4	Check	Seat for correct operation, excessive movement, cover & cushion condition	x			
5	Check	Operation of ignition & security of key, instrument cluster, warning alarms, warning indicator lights & horn	x			
6	Check	Windscreen & other glass in the cab for chips or cracks		x		
7	Check	Wipers & Washers		x		
8	Check	Park lights, headlights, spot lights, indicators, brake lights, internal cab light, reverse camera & rotating beacon	x			
9	Check	Operation of AM / FM radio & UHF radio	x			
10	Check	Rear view mirrors & brackets for condition & operation	x			
11	Check	Operation of steering wheel (lock to lock), security of the column adjustor	x			
12	Check	Clutch pedal free play operation & adjustment	x			
13	Check	Pedal rubbers are on & in good condition	x			
14	Check	For breakdown triangles, condition & complete set	x			
15	Check	For a wheel brace & jack	x			
16	Check	For a first aid kit, in date & complete	x			
17	Check	Operation of E-Stops	x			
18	Check	Fire extinguisher for safety ties, gauge in green, rotate a couple of times & tap bottom to release sediment	x			

RUNNING CHECKS

No.	ACTION	CHECKS	S	US	N/A	Initial
19	Check	For excessive exhaust smoke or abnormal noises / vibrations	x			
20	Check	For excessive time for the air pressure to build up, operation of the gauges & governor kick in			x	
21	Test	Operation of automatic transmission kick down, lock-up & neutral inhibitor switch			x	
22	Test	Operation of gears, ease of selection of High / Low range & the gear splitter	x			
23	Inspect	Service brake operation / adjustment			x	
24	Check	Park brake operation (test on a 10° slope)	x			
25	Check	For brake drag	x			
26	Check	Operation of engine or exhaust brake			x	
27	Check	The general driving characteristics of the vehicle	x			
28	Check	Operation of the PTO, raise tipper body & check for leaks	x			
29	Check	Operation of water sprayers, dribble bar & cannon			x	
30	Check	Operation of air conditioner & heater	x			
31	Check	Using a scan tool check for fault codes			x	
32	Conduct	DPF Status & conduct a manual burn if required			x	

FRAME & BODY						
<i>Park on level ground, Isolate generator, Fit body prop, Relieve all pressures, Start from front right hand side and work clockwise around generator checking each item below</i>						
No.	ACTION	CHECKS	S	US	N/A	Initial
33	Check	Cab mounts, operation of cab tilt & locking mechanism	x			
34	Check	Bonnet mounts, operation of bonnet tilt struts / locking mechanism	x			
35	Check	For external body damage / security of bonnet to main body, check hinges, tanks, turntable & tipper body	x			
36	Check	Steps & handrails for integrity & security	x			
37	Check	Mudguards, mudflaps for condition & security			x	
38	Check	For metal fatigue in chassis rails, cross members & tow hitch frame	x			
39	Check	Hoist mounting bolts, pivot pins / hinges & hydraulic hoses	x			
40	Check	Check battery box, mountings, terminals, cables & electrolyte levels	x			
41	Inspect	All air lines, valves / fittings for air leaks & chaffing	x			
42	Inspect	All grease lines for damage / security & grease penetration	x			
43	Inspect	Ringfeeder / Turn Table			x	
44	Check	Hazard warning / component location Decals	x			
45	Inspect	Electrical harnesses / junction boxes for chaffing & dust sealing	x			
UNDER BONNET / ENGINE BAY						
No.	ACTION	CHECKS	S	US	N/A	Initial
46	Inspect	Exhaust manifolds / covers, bolts, turbo, piping for any leaks & security	x			
47	Inspect / Tighten	Air induction boxes / hoses / piping / fittings for damage & presence of dusting	x			
48	Inspect	Fuel pump / pipes / hoses / clamps, for leakage & movement	x			
49	Inspect	Engine for oil leaks & damaged hoses	x			
50	Check	Engine mounts for wear & security	x			
51	Check	Water pump "tell tail" for leakage or blockage	x			
52	Check	Alternator pulley, mountings, bearings & idler pulleys	x			
53	Check	Air Conditioner compressor pulley, mountings, hose connections for leakage & movement	x			
54	Inspect	Fan, alternator, air conditioner belts for condition & tension	x			
55	Inspect	Fan blades for cracks, wear, damage & security	x			
56	Check	Radiator mountings, coolant leakage & air flow through radiator	x			
57	Inspect	Coolant / heater hoses / clamps for condition, leaks & tightness	x			
58	Inspect	Power steering box for oil leaks, excessive movement, security of steering column & drag link	x			
59	Inspect	Steering column universal joints, slip joint & mountings	x			
60	Inspect	Electrical harnesses / connections for damage & security	x			
61	Inspect	Engine bay is free of combustible materials i.e. leaves, sticks & rags for prevention of fire hazards	x			
POWER TRAIN & AXLES						
<i>Jack up all axles to check wheel bearings, steering linkages & kingpins</i>						
No.	ACTION	CHECKS	S	US	N/A	Initial
62	Check	Front wheel bearings adjust or replace if necessary	x			
63	Check	For movement in all kingpins & steering ball joints & linkages, while jacked up grease all points on all kingpins	x			
64	Inspect	All shackle pins, bushes, shock absorbers, U Bolts, wear plates for wear, movement & tension	x			
65	Inspect	Transmission, PTO for oil leaks, mounts & lubrication of pivot points	x			
66	Inspect	Universal joints, slip joints, centre bearings for movement & rubber deterioration	x			
67	Inspect	Differentials for oil leaks, excessive movement in input & output shafts	x			
68	Check	Torque rod arms, pins, bushes, mounting bolts for & tension			x	
69	Check	Rear wheel bearings adjust or replace if necessary	x			

[illegible]