



GILBERT & ROACH

(A division of Autopool Pty. Limited) A.C.N. 000 415 163 A.B.N. 80 000 415 163
Lic. No. MD 13965, MVRL 36598, MVRLM 43452

The Truckpower People

7 Millwood Avenue, Narellan N. S. W. 2567

Telephone: (02) 4647 7377

Fax: (02) 4647 7466

ARC Authority No: AU 10708

DAF

KENWORTH

5127477

CUSTOMER TAX INVOICE

No. 5127477

CASH

PAGE 1
22/05/20
14:14:48

| | | | | | |
|---------------|---|----------------|---------------------|---------------------------|--------------------------|
| CUSTOMER | TODAY'S DATE 22/05/20 | TIME IN | TIME OUT | KILOMETRES 12298 | DELIVERY DATE 4/10/18 |
| EMAIL | REGISTRATION No. 842YIA | STOCK No. | MODEL NNR 45-150 | YEAR | |
| ORDER NUMBER | VEHICLE IDENTIFICATION No. JAANNR85HG7101023 | | | ENGINE No. 4JJ1 3H9251 | |
| CONTACT NAME | BODY TYPE | | | COLOUR | |
| CONTACT No. 1 | CONTACT No. 2 | SELLING DEALER | WARRANTY No. | VEHICLE MAKE ISUZU | IZ |
| CUSTOMER No. | VEHICLE DESCRIPTION TRAY | CARD | CASH | REP LH | |

| OPERATION DESCRIPTION | CHARGE AMOUNT | TOTAL AMOUNT |
|---|---------------|--------------|
| * CARRY OUT 15K HANDBOOK SERVICE REP REPAIRS AS REQUIRED # LABOUR | 476.00 | 476.00 |
| 5132400 MT001 1 DEGREASER 400GM | 3.41 | |
| 5132400 W892333 1 BLITZ CLEANER | 3.34 | |
| 5132400 8980188580 1 ELEMENT; OIL FI | 19.23 | |
| # PARTS | | 25.98 |
| 400LE IZ ENGINE OIL | 88.50 | |
| GR GREASE | 11.91 | |
| # OIL | | 100.41 |
| EPL ENVIRONMENTAL PROTECTION LEVY | 15.00 | |
| # SYSTEM TREATMENTS | | 15.00 |
| SUN WORKSHOP SUPPLIES | 19.00 | |
| # WORKSHOP SUPPLIES | | 19.00 |
| GST | | 63.64 |
| CUSTOMER CHARGE TOTAL (INCLUDING GST) | | 700.03 |

indicates Taxable Supplies

Job#:

Please carry out at my cost as soon as you conveniently can the repairs listed above and any other work you consider essential thereto at your current rates for the parts and labour used. The vehicle may be driven for testing or for any other purposes incidental to the repair thereof. You will not be responsible for the loss of or damage to the vehicle, its accessories or contents howsoever caused unless arising from negligence on your own part or on the part of your employees. Please note that, in servicing or repairing your vehicle (a) Any user generated data (such as music, telephone numbers or saved map data) stored within the vehicle trip computer or other components containing driver preferences may be lost and (b) Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Any non-genuine parts, accessories or additives sold on this invoice not supplied or approved by the Manufacturer are not covered by the Manufacturer's warranties. I acknowledge that I have read and understand the Autopool Pty Ltd's Privacy Policy and the Manufacturer's Privacy Policy which both comply with the National Privacy Principles and I consent to my information being provided to the Manufacturer. You will be entitled to reasonable storage charges if I fail to take delivery of the vehicle within two days after notification that the repairs have been completed. Any prolonged delay in collecting the vehicle may result in the vehicle being disposed of under the Uncollected Goods Act 1995.

Terms strictly C.O.D. unless otherwise arranged. Cheques will only be accepted if arrangements are made at time of leaving vehicle for service. I accept the foregoing conditions that I have read.

Banking Details

Westpac BSB 032 024 Account 279 890

ABN: 42008000664 | ACN:
a: 112 Pt Wakefield Road BURTON SA 5110
t: 08 82809899 | f: 08 82809566
e: accountsp@neisuzu.com.au

SERVICE TAX INVOICE

| | |
|-------------------|------------|
| Invoice No.: | 703081 |
| Invoice Date | 19/03/2021 |
| Invoiced By: | |
| Repair Order No.: | 276566 |

| | | | | |
|---------------------|-------------------------|--------------------|----------------|------------------|
| Customer Order No.: | Invoice to Account No.: | Make: | Rego No.: | Odometer: |
| | | ISUZU TRUCKS | 842YIA | 29927 |
| Fleet No.: | | Build Date: | Stock No.: | Manuf. Ref. No.: |
| | | 02/12/2017 | | |
| Business Phone: | | VIN: | Model: | |
| | | JAANNR85HG7101023 | NH-NNRAA-D16 | |
| Phone 1: | Owner/Driver Details: | Model Name: | Delivery Date: | |
| | | NNR 45-150 AMT MWB | 04/10/2018 | |
| Phone 2: | | Body: | Engine No.: | |
| | | | 4JJ1 3H9251 | |
| Phone 3: | | CASH | Colour: | |

| No. | Detail | Amount |
|-----|--|--------|
| 1 | <p>S-SERVICE 030K</p> <p>CARRIED OUT 30,000KM SERVICE</p> <p>ENGINE HOURS: -</p> <p>-----</p> <p>NEXT SERVICE DUE AT</p> <p>KMS:45,000</p> <p>HOURS:-</p> <p>DATE: 19/9/21</p> <p>-----</p> <p>CHECKED TYRE CONDITION AND WEAR, CHECKED BRAKE WEAR REMAINING, CHECKED ALL FLUID LEVELS AND CONDITION, INSPECTED SUSPENSION AND STEERING, TENSIONED ALL BELTS, TIGHTENED WHEEL NUTS AND BODY MOUNTS, LUBRICATED ALL GREASE POINTS/KIGNPINS/U-JOINTS AND SLIDING SLEEVE, REPLACED ENGINE OIL AND OIL FITLERS, REPLACED DIFF OIL, REPLACED AMT FLUID, ADJUSTED BRAKES, CHECKED BATTERIES.</p> <p>-----</p> <p>Checked all fluid levels, belts, hoses, wheel nuts, tyre wear and tyre pressures. Pressure tested cooling system and checked coolant glycol level. Checked steering components and front and rear suspension. Checked and adjusted clutch and brakes. Greased all points and checked condition of batteries. Road tested, all ok.</p> <p>***TYRE REPORT***</p> <p>FRONT RH: 12MM</p> <p>FRONT LH: 12MM</p> <p>*1st AXLE*</p> <p>REAR RH OUTER: 12MM</p> <p>REAR RH INNER: 12MM</p> <p>REAR LH INNER: 12MM</p> <p>REAR LH OUTER: 12MM</p> <p>***BRAKE REPORT***</p> <p>FRONT RH: 12MM</p> <p>FRONT LH: 12MM</p> <p>*1st AXLE*</p> | 700.00 |

North East Group – Terms & Conditions of Trade

| | | | | |
|------|--|------|--|---|
| 1. | Definitions | 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 the Customer has complied with the provisions of clause 8.1. | and until then the Seller's ownership of rights in respect of the Goods shall continue. |
| 1.1 | "Seller" shall mean North East Group and its successors and assigns. | (a) | The Customer has returned at the Customer's cost within fourteen (14) days of the delivery date; | (f) 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. |
| 1.2 | "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer. | (b) | The Seller will not be liable for Goods which have not been stored or used in a proper manner; | (g) 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. |
| 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. | (c) | The Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonable possible in the circumstances. | (h) 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 acknowledges 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. |
| 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). | (d) | 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. | (i) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis. |
| 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). | 8.3 | | (j) 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 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. |
| 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. | 9. | Warranty | 14. Security And Charge |
| 2. | Acceptance | 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 Seller's sole discretion) repair the defect or replace the workmanship. | 14.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever: |
| 2.1 | Any instruction 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. | 9.2 | The conditions applicable to the warranty given by Clause 9.1 are: | (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 acknowledges 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. |
| 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. | (a) | The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through: | (b) 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 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. |
| 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. | i) | Failure on the part of the Customer to properly maintain any Goods; or | 15. Cancellation |
| 2.4 | None of the Seller's agents or representatives are authorised to make any representation, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements. | ii) | Failure on the part of the Customer to follow any instructions or guidelines provided by the Seller; or | 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. |
| 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). | iii) | Any use of any Goods otherwise than for any application specified on a quote or order form; or | 16. Privacy Act 1988 |
| 3. | Goods | 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 | 16.1 The Customer and/or the Guarantor agree for the Seller to obtain from a credit-reporting agency a credit report containing personal information about the Customer and Guarantor's relation to credit provided by the Seller. |
| 3.1 | The Goods are as described on the invoices and quotation as provided by the Seller to the Customer. | v) | Fair wear and tear, any accident or act of God. | 16.2 The Customer and/or the Guarantor 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: |
| 4. | Price And Payment | (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. | (a) To assess an application by Customer; |
| 4.1 | At the Seller's sole discretion the Price shall be either: | (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. | (b) To notify other credit providers of a default by the Customer; |
| 4.2 | The Price shall be as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or | 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 manufacturer's warranty. | (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 |
| 4.3 | 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 | 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. | (d) To assess the credit worthiness of Customer and/or Guarantor's. |
| 4.4 | 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. | 10. | The Commonwealth Trade Practices Act 1974 and Fair Trading Acts | 16.3 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988). |
| 4.5 | 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 the time of completion. | 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. | 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: |
| 4.6 | 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. | 11. | Intellectual Property | (a) provision of Services & Goods; |
| 4.7 | Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order form. If no time is stated then payment shall be on delivery of the Goods. | 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. | (b) marketing of Services and/or Goods by the Seller, its agents or distributors in relation to the Services and Goods; |
| 4.8 | 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. | 11.2 | Conversely, in such a situation, where the Customer has supplied drawings, the Seller in its sole discretion may look for an indemnity (the specifications and design of the Goods (including the copyright, design right or other intellectual property in them) shall be between the parties be the property of the Seller). | (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services/Goods; |
| 4.9 | At the Seller's sole discretion, payment for approved Customers shall be due on 30 th day of each month following the posting of a statement to the Customer's address or address for notice. | 11.3 | Where any design 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. | (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and |
| 4.10 | 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. | 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 Customer's order. | (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. |
| 5. | Delivery Of Goods / Services | 12. | Default & Consequences Of Default | 16.5 The Seller may give, information about the Customer to a credit reporting agency for the following purposes: |
| 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. | 12.1 | Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgment. | (a) to obtain a consumer credit report about the Customer; and/or |
| 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. | 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. | (b) allow the credit reporting agency to create or maintain a credit information file containing information about 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. | 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. | 17. Unpaid Seller's Rights To Dispose Of Goods |
| 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. | 12.4 | If any amount 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 320.00 or 100.00% 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. | 17.1 In the event that: |
| 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. | 12.5 | In the event that: | (a) the Seller retains possession or control of the Goods; and |
| 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. | (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) payment of the Price is due to the Seller; and |
| 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: | (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) the Seller has made demand in writing of the Customer for payment of the Price in terms of this contract; and |
| 5.8 | such discrepancy in quantity shall not exceed 5%, and | (c) | a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; | (d) the Seller has not received the Price of the Goods; |
| 5.9 | the Price shall be adjusted pro rata to the discrepancy. | (i) | the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and | (e) the Seller has passed 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. |
| 6. | Risk | (ii) | all amounts owing to the Seller shall, whether or not due for payment, immediately become payable | 18. Lien |
| 6.1 | If the Seller retains property in the Goods nonetheless, all risk for the Goods passes to the Customer immediately | 13. | Title | 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: |
| 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. It is the provision of these terms and conditions by the Seller is sufficient evidence of the Seller's right to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries. | 13.1 | It is the intention of the Seller and agreed by the Customer that property in the Goods shall not pass until: | (a) a lien on the goods; |
| 7. | Customer's Disclaimer | (a) | The Customer has paid all amounts owing for the particular Goods, and | (b) the right to retain them for the price while the Seller is in possession of them; |
| 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 agent 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 or 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. | (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. | (c) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and |
| 8. | Defect/Returns | 13.2 | It is further agreed that: | (d) a right of resale; |
| 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 quota. 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. | (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. | (e) the foregoing right of disposal. |
| | | (d) | The Customer shall not deal with the money of the Seller in any way which may be adverse to the Seller. | 19. General |
| | | (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 | 19.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. |

ABN: 42008000664 | ACN:
a: 112 Pt Wakefield Road BURTON SA 5110
t: 08 82809899 | f: 08 82809566
e: accountsp@neisuzu.com.au

SERVICE TAX INVOICE

| | |
|-------------------|------------|
| Invoice No.: | 703081 |
| Invoice Date | 19/03/2021 |
| Invoiced By: | |
| Repair Order No.: | 276566 |

| | | | | |
|---------------------|-------------------------|--------------------|-------------------|------------------|
| Customer Order No.: | Invoice to Account No.: | Make: | Rego No.: | Odometer: |
| | | ISUZU TRUCKS | 842YIA | 29927 |
| Fleet No.: | | Build Date: | Stock No.: | Manuf. Ref. No.: |
| | | 02/12/2017 | | |
| Business Phone: | | VIN: | JAANNR85HG7101023 | Model: |
| | | | | NH-NNRAA-D16 |
| Phone 1: | Owner/Driver Details: | Model Name: | Delivery Date: | |
| | | NNR 45-150 AMT MWB | 04/10/2018 | |
| Phone 2: | | Body: | Engine No.: | |
| | | | 4JJ1 3H9251 | |
| Phone 3: | | CASH | Colour: | |

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

1 S-SERVICE 030K

REAR RH: 12MM

REAR LH: 12MM

SERVICE COMMENTS

TOP BODY FRAME DAMAGED ALSO BENT BACK

TOP FRONT LH ROTATOR LIGHT BROKEN

LH MIRROR HAS DAMAGED

BODY FRAME BUILT IN FRONT OF AIR FILTER

| Part Number | Part Description | Quantity | Nett Value | Total Cost |
|---------------------|--------------------------|----------|------------|------------|
| WINDSCREEN SOLUTION | WASHER BOTTLE ADDITIVE | 1.00 | 5.00 | 5.00 |
| 8980959830 | ELEMENT KIT; FUEL | 1.00 | 108.26 | 108.26 |
| 8980188580 | ELEMENT; OIL FILTER | 1.00 | 21.37 | 21.37 |
| W92956473 | DIFF OIL - 85/140 | 5.00 | 10.00 | 50.00 |
| W92956067 | ISUZU AMT FLUID | 2.00 | 9.00 | 18.00 |
| W92956062 | ENGINE OIL-NEXT GEN PLUS | 14.00 | 12.50 | 175.00 |
| WENE-LC2 | HIGH TEMP LITHIUM GREASE | 1.00 | 11.45 | 11.45 |
| CONSUMABLES | CONSUMABLES | 1.00 | 27.27 | 27.27 |
| 92956471 | FILTER; FUEL,2 MICRON | 1.00 | 22.89 | 22.89 |
| ENVIRO | ENVIROMENTAL LEVY | 1.00 | 15.00 | 15.00 |

\$454.24

2 BRAKE ROLLER & SHAKE

CARRIED OUT BRAKE ROLLER TEST

BRAKE EFFICIENCY

- AXLE 1 REPORT:PASS

North East Group – Terms & Conditions of Trade

| | | | | | |
|------|--|------|--|------|---|
| 1 | Definitions | 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: | | and until then the Seller's ownership of rights in respect of the Goods shall continue. |
| 1.1 | "Seller" shall mean North East Group and its successors and assigns. | (a) | the Customer has complied with the provisions of clause 8.1; | (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. |
| 1.2 | "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer. | (b) | the Goods are returned at the Customer's cost within fourteen (14) days of the delivery date; | (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. |
| 1.3 | "Guarantee" means that person (or persons), or entity who agrees herein to be liable for the defects of the Customer on a principal debtor basis. | (c) | the Seller will not be liable for Goods which have not been stored or used in a proper manner; | (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. |
| 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). | (d) | the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances. | (i) | Until such time the Customer has the Seller's authority to convert the goods into other products and if the goods are so converted, the parties agree that the Seller will be the owner of the end products. |
| 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). | 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. | | |
| 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. | 9. | Warranty | 14. | Security And Charge |
| 2. | Acceptance | 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 Seller's sole discretion) repair the defect or replace the workmanship. | 14.1 | Despite anything to the contrary contained herein or any other rights which the Seller may have however: |
| 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. | 9.2 | The conditions applicable to the warranty given by Clause 9.1 are: | (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. |
| 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. | (a) | The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through: | (b) | 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. |
| 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. | i) | Failure on the part of the Customer to properly maintain any Goods; or | (c) | Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis. |
| 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. | ii) | Failure on the part of the Customer to follow any instructions or guidelines provided by the Seller; or | (d) | 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 obligation, 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. |
| 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, fiscal/natal number, or business practice). | iii) | Any use of any of Goods otherwise than for any application specified on a quote or order form; or | 15. | Cancellation |
| 3. | Goods | iv) | The continued use of any Goods after any defect becomes apparent or would have become apparent in a reasonably prudent operator or user; or | 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. |
| 3.1 | The Goods are as described on the invoices and quotation as provided by the Seller to the Customer. | v) | Fair wear and tear, any accident or act of God. | 16. | Privacy Act 1988 |
| 4. | Price And Payment | (b) | The warranty shall cease and the Seller shall therefore in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent. | 16.1 | The Customer and/or the Guarantor 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. |
| 4.1 | At the Seller's sole discretion the Price shall be either: | (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. | 16.2 | The Customer and/or the Guarantor 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: |
| 4.2 | The Price shall be no less than the current Price, at the date of delivery of the Goods, according to the Seller's current Price List; or | 9.3 | 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 manufacturer's warranty. | (a) | To assess an application by Customer; |
| 4.3 | 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 | 10. | 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. | (b) | To notify other credit providers of a default by the Customer; |
| 4.4 | 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. | 10.1 | The Commonwealth Trade Practices Act 1974 and Fair Trading Acts | (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 |
| 4.5 | 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. | | 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. | (d) | To assess the creditworthiness of Customer and/or Guarantor's. |
| 4.6 | Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order form. If no time is stated then payment shall be on delivery of the Goods. | 11. | Intellectual Property | 16.3 | The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 183(1)(b) Privacy Act 1988). |
| 4.7 | 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. | 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. | 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: |
| 4.8 | At the Seller's sole discretion, payment for approved Customers shall be due on 30 th day of each month following the posting of a statement to the Customer's address or address for notices. | 11.2 | Conversely, in such a situation, where the Customer has supplied drawings, the Seller in its sole 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). | (a) | provision of Services & Goods; |
| 4.9 | 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. | 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. | (b) | marketing of Services and/or Goods by the Seller, its agents or distributors in relation to the Services and Goods; |
| 4.10 | 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. | 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 Customer's order. | (c) | analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services/Goods; |
| 5. | Delivery Of Goods / Services | 12. | Default & Consequences Of Default | (d) | processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and |
| 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. | 12.1 | Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement. | (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. |
| 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. | 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 reasonable costs of collection. | 16.5 | The Seller may give, information about the Customer to a credit reporting agency for the following purposes: |
| 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. | 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. | (a) | to obtain a consumer credit report about the Customer; and or |
| 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. | 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. | (b) | allow the credit reporting agency to create or maintain a credit information file containing information about 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. | 12.5 | In the event that: | 17. | Unpaid Seller's Rights To Dispose Of Goods |
| 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. | (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 | 17.1 | In the event that: |
| 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: | (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 | (a) | the Seller retains possession or control of the Goods; and |
| (a) | such discrepancy in quantity shall not exceed 5%, and | (c) | a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; | (b) | payment of the Price is due to the Seller; and |
| (b) | the Price shall be adjusted pro rata to the discrepancy; | (i) | the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and | (c) | the Seller has made demand in writing of the Customer for payment of the Price in terms of this contract; and |
| 5.8 | The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated. | (ii) | all amounts owing to the Seller shall, whether or not due for payment, immediately become payable. | (d) | the Seller has not received the Price of the Goods, then, whether the property in the Goods has passed in 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. |
| 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. | 13. | Title | 18. | Lien |
| 6. | Risk | 13.1 | It is the intention of the Seller and agreed by the Customer that property in the Goods shall not pass until: | 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 lien on the goods; |
| 6.1 | If the Seller retains property in the Goods nonetheless, all risk for the Goods passes to the Customer on delivery. | (a) | The Customer has paid all amounts owing for the particular Goods; and | (a) | the right to retain them for the price while the Seller is in possession of them; |
| 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 provisions 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. | (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. | (b) | a right of storing the goods in transit whether or not delivery has been made or ownership has passed; and |
| 7. | Customer's Disclaimer | (c) | 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. | (c) | a right of resale; |
| 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. | (d) | 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 mixer of the Customer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused. | (d) | 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. |
| 8. | Defect/Returns | 13.2 | It is further agreed that: | 19. | General |
| 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. | (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. | 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. |
| | | (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 mixer of the Customer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused. | 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. |
| | | (c) | The Customer is to only a balance 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. | 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. |
| | | (d) | The Customer shall not deal with the money of the Seller in any way which may be adverse to the Seller. | 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. |
| | | (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 | 19.5 | The Customer shall not set off against the Price amounts due from the Seller. |
| | | | | 19.6 | The Seller may increase 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. |

ABN: 42008000664 | ACN:
a: 112 Pt Wakefield Road BURTON SA 5110
t: 08 82809899 | f: 08 82809566
e: accountsp@neisuzu.com.au

SERVICE TAX INVOICE

| | |
|-------------------|------------|
| Invoice No.: | 703081 |
| Invoice Date | 19/03/2021 |
| Invoiced By: | |
| Repair Order No.: | 276566 |

| | | | | |
|---------------------|-------------------------|--------------|--------------------|------------------|
| Customer Order No.: | Invoice to Account No.: | Make: | Rego No.: | Odometer: |
| Fleet No.: | | ISUZU TRUCKS | 842YIA | 29927 |
| Business Phone: | | Build Date: | Stock No.: | Manuf. Ref. No.: |
| Phone 1: | Owner/Driver Details: | 02/12/2017 | | |
| Phone 2: | | VIN: | JAANNR85HG7101023 | Model: |
| Phone 3: | | Model Name: | NNR 45-150 AMT MWB | NH-NNRAA-D16 |
| | | Body: | | Delivery Date: |
| | | | | 04/10/2018 |
| | | | | Engine No.: |
| | | | | 4JJ1 3H9251 |
| | | | | Colour: |
| | | | CASH | |

| No. | Detail | Amount |
|-----|---|--------|
| 2 | <u>BRAKE ROLLER & SHAKE</u> - AXLE 2 REPORT:PASS | |

3 NPS REMINDER

You may receive a survey from Isuzu Australia Ltd in regards to this service.
If there is anything we can do to assist in ensuring a 10/10 result, please contact us and let us know.
Thank you for servicing with North East Isuzu (08) 8280 9899.

1004 R-RADIO

Warranty Repairs/Service At No Charge

REPLACE RADIO
REMOVED RADIO UNIT. FITTED NEW UNIT AND WIRING. REASSEMBLED ALL AND TESTED OK.

OLD MODEL NUMBER:
OLD SERIAL NUMBER:

NEW MODEL NUMBER:
NEW SERIAL NUMBER:

-page 3 of 3-

| | | |
|---|--|--|
| <u>Company Details:</u> Capem Pty Ltd as North East Isuzu ACN 008000664 ABN 42008000664 | <u>Bank Account Details</u> Bank: CBA Branch: BSB: 065000 Account No.: 12464815 Account Name: CAPEM PTY. LIMITED TA NORTH EAST | Sub Total: \$1,154.24 Rounding: -\$0.01 GST: \$115.42 Total: \$1,269.65 |
|---|--|--|

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.

North East Group – Terms & Conditions of Trade

| | | |
|---|--|---|
| <p>1. Definitions</p> <p>1.1 "Seller" shall mean North East Group and its successors and assigns.</p> <p>1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.</p> <p>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.</p> <p>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).</p> <p>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).</p> <p>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.</p> | <p>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:</p> <p>(a) the Customer has complied with the provisions of clause 8.1;</p> <p>(b) the Goods are returned at the Customer's cost within fourteen (14) days of the delivery date;</p> <p>(c) the Seller shall not be liable for Goods which have not been stored or used in a proper manner;</p> <p>(d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonable possible in the circumstances.</p> <p>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.</p> | <p>and until then the Seller's ownership of rights in respect of the Goods shall continue.</p> <p>11. 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.</p> <p>(f) 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.</p> <p>(g) 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.</p> |
| <p>2. Acceptance</p> <p>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.</p> <p>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.</p> <p>2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and cannot only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.</p> <p>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.</p> <p>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).</p> | <p>9. Warranty</p> <p>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 Seller's sole discretion) repair the defect or replace the workmanship.</p> <p>9.2 The conditions applicable to the warranty given by Clause 9.1 are:</p> <p>(a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:</p> <p>(i) Failure on the part of the Customer to properly maintain any Goods; or</p> <p>(ii) Failure on the part of the Customer to follow any instructions or guidelines provided by the Seller; or</p> <p>(iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or</p> <p>(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</p> <p>(v) Fair wear and tear, any accident or act of God.</p> <p>(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.</p> <p>(c) In respect of all claims the Seller shall not be liable to compensate the Customer for any delay in replacing or repairing the workmanship/Goods or in properly exercising the Customer's claim.</p> | <p>14. Security And Charge</p> <p>14.1 Despite anything to the contrary contained herein or any other rights which the Seller may have hereover:</p> <p>(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.</p> <p>(b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.</p> <p>(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.</p> |
| <p>3. Goods</p> <p>3.1 The Goods are as described on the invoices and quotation as provided by the Seller to the Customer.</p> <p>4. Price And Payment</p> <p>4.1 At the Seller's sole discretion the Price shall be either:</p> <p>(a) The Price shall be as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or</p> <p>(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</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>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.</p> | <p>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.</p> <p>9.3 In the case of second hand Goods the Customer acknowledges that he has had full notice 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.</p> <p>10. Intellectual Property</p> <p>10.1 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.</p> <p>11. Conversely, in such a situation, where the Customer has supplied drawings, the Seller in its sole 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 be between the parties to the agreement of the Seller).</p> <p>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.</p> <p>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 Customer's order.</p> | <p>15. Cancellation</p> <p>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.</p> <p>16. Privacy Act 1988</p> <p>16.1 The Customer and/or the Guarantor agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and Guarantor's relation to credit provided by the Seller.</p> <p>16.2 The Customer and/or the Guarantor 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:</p> <p>(a) To assess an application by Customer;</p> <p>(b) To notify other credit providers of a default by the Customer;</p> <p>(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</p> <p>(d) To assess the creditworthiness of Customer and/or Guarantor's.</p> <p>16.3 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18(1)(h) Privacy Act 1988).</p> <p>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:</p> <p>(a) provision of Services and/or Goods by the Seller, its agents or distributors in relation to the Services and Goods;</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services/Goods;</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and</p> <p>(d) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in relation to the Customer's account in relation to the Services and Goods.</p> <p>16.5 The Seller may give, information about the Customer to a credit reporting agency for the following purposes:</p> <p>(a) to obtain a consumer credit report about the Customer; and/or</p> <p>(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.</p> |
| <p>5. Delivery Of Goods / Services</p> <p>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 in the Customer at the Seller's address.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>(a) such discrepancy in quantity shall not exceed 5%; and</p> <p>(b) the Price shall be adjusted pro rata to the discrepancy.</p> <p>5.8 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.</p> <p>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.</p> | <p>12. Default & Consequences Of Default</p> <p>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 as such a rate after as well as before any judgment.</p> <p>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 nominee's costs of collection.</p> <p>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 payments), 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.</p> <p>12.4 If any amount 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.</p> <p>12.5 In the event that:</p> <p>(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</p> <p>(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</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer;</p> <p>(d) then without prejudice to the Seller's other remedies at law:</p> <p>(i) the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and</p> <p>(ii) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.</p> | <p>17. Unpaid Seller's Rights To Dispose Of Goods</p> <p>17.1 In the event that:</p> <p>(a) the Seller retains possession or control of the Goods; and</p> <p>(b) payment of the Price is due to the Seller; and</p> <p>(c) the Seller has made demand in writing of the Customer for payment of the Price in terms of this contract; and</p> <p>(d) the Seller has not received the Price of the Goods;</p> <p>(f) 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.</p> <p>18. Lien</p> <p>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:</p> <p>(a) a lien on the goods;</p> <p>(b) the right to retain them for the price while the Seller is in possession of them;</p> <p>(c) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and</p> <p>(d) a right of resale;</p> <p>(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.</p> |
| <p>6. Risk</p> <p>6.1 If the Seller retains property in the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.</p> <p>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.</p> | <p>13. Title</p> <p>13.1 It is the intention of the Seller and agreed by the Customer that property in the Goods shall not pass until:</p> <p>(a) The Customer has paid all amounts owing for the particular Goods; and</p> <p>(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.</p> <p>13.2 It is further agreed that:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(d) The Customer shall not deal with the money of the Seller in any way which may be adverse to the Seller.</p> <p>(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</p> | <p>19. General</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>19.5 The Customer shall not set off against the Price amounts due from the Seller.</p> <p>19.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.</p> <p>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.</p> <p>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.</p> |
| <p>7. Customer's Disclaimer</p> <p>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.</p> | <p>13.2 It is further agreed that:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(d) The Customer shall not deal with the money of the Seller in any way which may be adverse to the Seller.</p> <p>(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</p> | <p>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.</p> |
| <p>8. Defect/Return</p> <p>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.</p> | <p>13.2 It is further agreed that:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(d) The Customer shall not deal with the money of the Seller in any way which may be adverse to the Seller.</p> <p>(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</p> | <p>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.</p> |



ABN: 42008000664 | ACN:

a: 112 Pt Wakefield Road BURTON SA 5110

t: 08 82809899 | f: 08 82809566

e: accountsp@neisuzu.com.au

SERVICE TAX INVOICE

| | |
|-------------------|------------|
| Invoice No.: | 758189 |
| Invoice Date | 19/05/2022 |
| Invoiced By: | |
| Repair Order No.: | 289618 |

| | | | | |
|---------------------|-------------------------|-----------------------------------|---------------------|------------------------------|
| Customer Order No.: | Invoice to Account No.: | Make: ISUZU TRUCKS | Rego No.: 842YIA | Odometer: 48167 |
| Fleet No.: | | Build Date: 02/12/2017 | Stock No.: | Manuf. Ref. No.: |
| Business Phone: | | VIN: JAANNR85HG7101023 | | Model: NH-NNRAA-D16 |
| Phone 1: | Owner/Driver Details: | Model Name: NNR 45-150 AMT MWB | | Delivery Date: 04/10/2018 |
| Phone 2: | | Body: SERVICE BODY | | Engine No.: 4JJ1 3H9251 |
| Phone 3: | | CASH | | Colour: ARC WHITE |

| No. | Detail | Amount |
|-----|--|--------|
| 2 | <u>BRAKE ROLLER & SHAKE</u> CARRIED OUT BRAKE ROLLER TEST BRAKE EFFICIENCY - AXLE 1 REPORT: PASSED 76% - AXLE 2 REPORT: PASSED 67% - HANDBRAKE: PASSED 64% ===== | |
| 3 | <u>NPS REMINDER</u> You may receive a survey from Isuzu Australia Ltd in regards to this service. If there is anything we can do to assist in ensuring a 10/10 result, please contact us and let us know. Thank you for servicing with North East Isuzu (08) 8280 9899. | |
| 4 | <u>S-SERVICE 060K</u> CARRIED OUT 60,000KM SERVICE ENGINE HOURS: N/A ----- NEXT SERVICE DUE AT KMS: 75,000 HOURS: N/A DATE: 17-11-22 ----- REPLACED ENGINE OIL & OIL FILTER/S REPLACED FUEL FILTER/S REPLACED TRANS FLUID REPLACED BRAKE FLUID & FLUSHED THROUGH. TOPPED UP COOLANT LEVEL | 725.00 |

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t: 08 82809899 | f: 08 82809566
e: accountsp@neisuzu.com.au

SERVICE TAX INVOICE

| | |
|-------------------|------------|
| Invoice No.: | 758189 |
| Invoice Date | 19/05/2022 |
| Invoiced By: | |
| Repair Order No.: | 289618 |

| | | | | |
|---------------------|-------------------------|--------------|--------------------|------------------|
| Customer Order No.: | Invoice to Account No.: | Make: | Rego No.: | Odometer: |
| Fleet No.: | | ISUZU TRUCKS | 842YIA | 48167 |
| Business Phone: | | Build Date: | Stock No.: | Manuf. Ref. No.: |
| Phone 1: | Owner/Driver Details: | 02/12/2017 | | |
| Phone 2: | | VIN: | JAANNR85HG7101023 | Model: |
| Phone 3: | | Model Name: | NNR 45-150 AMT MWB | NH-NNRAA-D16 |
| | | Body: | SERVICE BODY | Delivery Date: |
| | | | | 04/10/2018 |
| | | | | Engine No.: |
| | | | | 4JJ1 3H9251 |
| | | | | Colour: |
| | | | | ARC WHITE |

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

4 S-SERVICE 060K

CARRY OUT VALVE ADJUSTMENT.

Checked all fluid levels, belts, hoses, wheel nuts, tyre wear and tyre pressures. Pressure tested cooling system and checked coolant glycol level. Checked steering components and front and rear suspension. Checked and adjusted clutch and brakes. Greased all points and checked condition of batteries. Road tested, all ok.

TYRE REPORT

FRONT RH: 3mm

FRONT LH: 3mm

1st AXLE

REAR RH OUTER: 2mm

REAR RH INNER: 3mm

REAR LH INNER: 3mm

REAR LH OUTER: 3mm

BRAKE REPORT

FRONT RH: 5mm

FRONT LH: 5mm

1st AXLE

REAR RH: 6mm

REAR LH: 6mm

SERVICE REPORT.

1) - FRONT & REAR TYES ALL REQUIRE REPLACING.

ABN: 42008000664 | ACN:
a: 112 Pt Wakefield Road BURTON SA 5110
t: 08 82809899 | f: 08 82809566
e: accountsp@neisuzu.com.au

SERVICE TAX INVOICE

| | |
|-------------------|------------|
| Invoice No.: | 758189 |
| Invoice Date | 19/05/2022 |
| Invoiced By: | |
| Repair Order No.: | 289618 |

| | | | | |
|---------------------|-------------------------|--------------|--------------------|------------------|
| Customer Order No.: | Invoice to Account No.: | Make: | Rego No.: | Odometer: |
| Fleet No.: | | ISUZU TRUCKS | 842YIA | 48167 |
| Business Phone: | | Build Date: | Stock No.: | Manuf. Ref. No.: |
| Phone 1: | | 02/12/2017 | | |
| Phone 2: | Owner/Driver Details: | VIN: | JAANNR85HG7101023 | Model: |
| Phone 3: | | | | NH-NNRAA-D16 |
| | | Model Name: | NNR 45-150 AMT MWB | Delivery Date: |
| | | | | 04/10/2018 |
| | | Body: | SERVICE BODY | Engine No.: |
| | | | | 4JJ1 3H9251 |
| | | | CASH | Colour: |
| | | | | ARC WHITE |

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

4 S-SERVICE 060K

2) - BRAKES TO BE REPLACED NEXT SERVICE.

=====

| Part Number | Part Description | Quantity | Nett Value | Total Cost |
|------------------------|--------------------------|----------|------------|-----------------|
| 8980043490 | HOSE; DPD | 1.00 | 21.67 | 21.67 |
| 8980043480 | HOSE; DPD | 1.00 | 21.67 | 21.67 |
| 8979453380 | GASKET; HD TO COVER | 1.00 | 39.37 | 39.37 |
| W92956062 | ENGINE OIL-NEXT GEN PLUS | 8.00 | 12.50 | 100.00 |
| W92955246 | ISUZU PREMIXED COOLANT | 1.00 | 8.50 | 8.50 |
| WENE-LC2 | HIGH TEMP LITHIUM GREASE | 1.00 | 11.45 | 11.45 |
| 92958223 | SERVICE KIT NL/NNR MY18 | 1.00 | 131.03 | 131.03 |
| W92956452 | ISUZU FS TRANS 75W 80 ZF | 2.00 | 16.60 | 33.20 |
| SBR2220 | WIPER REFILL 22" | 2.00 | 8.00 | 16.00 |
| WDOT4+ | BRAKE/CLUTCH FLUID | 0.50 | 16.26 | 8.13 |
| M40509 | LIQUID GASKET; 150G | 1.00 | 35.11 | 35.11 |
| 8982162690 | GASKET; CAM END | 4.00 | 15.19 | 60.76 |
| ENVIRO | ENVIROMENTAL LEVY | 1.00 | 15.00 | 15.00 |
| DIAGNOSTIC LICENCE FEE | DIAGNOSTIC LICENCE FEE | 1.00 | 27.50 | 27.50 |
| BRAKE ROLLER LICENCE F | BRAKE ROLLER LICENCE FEE | 1.00 | 34.50 | 34.50 |
| CONSUMABLES | CONSUMABLES | 1.00 | 27.27 | 27.27 |
| | | | | \$591.16 |

5 R-MIRROR

COMPLAINT: 190.00
CARRY OUT MIRROR REPLACEMENT quote passenger side

ABN: 42008000664 | ACN:
a: 112 Pt Wakefield Road BURTON SA 5110
t: 08 82809899 | f: 08 82809566
e: accountsp@neisuzu.com.au

SERVICE TAX INVOICE

| | |
|-------------------|------------|
| Invoice No.: | 758189 |
| Invoice Date | 19/05/2022 |
| Invoiced By: | |
| Repair Order No.: | 289618 |

| | | | | |
|---------------------|-------------------------|--------------------|----------------|------------------|
| Customer Order No.: | Invoice to Account No.: | Make: | Rego No.: | Odometer: |
| | | ISUZU TRUCKS | 842YIA | 48167 |
| Fleet No.: | | Build Date: | Stock No.: | Manuf. Ref. No.: |
| | | 02/12/2017 | | |
| Business Phone: | | VIN: | Model: | |
| | | JAANNR85HG7101023 | NH-NNRAA-D16 | |
| Phone 1: | Owner/Driver Details: | Model Name: | Delivery Date: | |
| | | NNR 45-150 AMT MWB | 04/10/2018 | |
| Phone 2: | | Body: | Engine No.: | |
| | | SERVICE BODY | 4JJ1 3H9251 | |
| Phone 3: | | CASH | Colour: | |
| | | | ARC WHITE | |

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

5 R-MIRROR

CAUSE:
DAMAGED

CORRECTION:
REMOVED EXISTING MIRROR AND INSPECTED BRACKETS.
FITTED NEW MIRROR AND TENSIONED TO SPEC.
ADJUSTED AND TESTED OK.

=====

| Part Number | Part Description | Quantity | Nett Value | Total Cost |
|-------------|--------------------|----------|------------|-----------------|
| 92075044 | MIRROR ASSEMBLY-LH | 1.00 | 217.95 | 217.95 |
| | | | | \$217.95 |

6 R-IGNITION BARREL

COMPLAINT:
CHECK & LUBRICATE IGNITION BARREL.

CAUSE:
CUSTOMER REQUEST.

CORRECTION:
LUBRICATE IGN. BARREL AS REQUESTED.

=====

-page 4 of 4-

| | | | |
|-----------------------------------|--|-------------------|------------|
| Company Details: | Bank Account Details | Sub Total: | \$1,724.11 |
| Capem Pty Ltd as North East Isuzu | Bank: CBA Branch: | Rounding: | -\$0.02 |
| ACN 008000664 | BSB: 065000 Account No.: 12464815 | GST: | \$172.41 |
| ABN 42008000664 | Account Name: CAPEM PTY. LIMITED TA NORTH EAST | Total: | \$1,896.50 |

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.

TAX INVOICE

Invoice Date
31 May 2023

Invoice Number
INV-12925

Reference
842YIA

N & G INVESTMENTS
(AUST) PTY LTD
Accounts: 0421 999 250
PO BOX 16
UPPER COOMERA QLD
4209
AUSTRALIA

| Description | Quantity | Unit Price | GST | Amount AUD |
|--|----------|------------|-----|------------|
| 13/04/2023 - 842YIA - 60,579km Perform B Service Remove & Replace engine oil & filter Replace fuel filters Grease Inspect Brakes Perform mechanical inspection | 1.00 | 690.00 | 10% | 690.00 |
| Consumables | 1.00 | 20.00 | 10% | 20.00 |
| Environmental Levy | 1.00 | 10.00 | 10% | 10.00 |
| Subtotal | | | | 720.00 |
| TOTAL GST 10% | | | | 72.00 |
| TOTAL AUD | | | | 792.00 |

Due Date: 30 Jun 2023

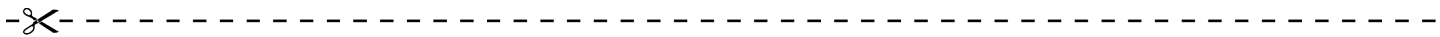
If you have a query with this invoice please contact admin@ddsqld.com.au within 7 business days otherwise you confirm that this invoice is true & correct.

EFT Payments:

- Heritage Building Society
- Name: N & G Investments (Aust) Pty Ltd
- BSB: 638-060 A/C: 13227017



[View and pay online now](#)



PAYMENT ADVICE

To: N & G INVESTMENTS (AUST) PTY LTD
Accounts: 0421 999 250
PO BOX 16
UPPER COOMERA QLD 4209
AUSTRALIA

| | |
|---------------------------------------|-------------|
| Customer | |
| Invoice Number | |
| Amount Due | 792.00 |
| Due Date | 30 Jun 2023 |
| Amount Enclosed | |
| Enter the amount you are paying above | |



Australia

ACN: 073 690 990 ABN: 47 073 690 990
AU27805

Total Fleet Maintenance
(Penske Australia Pty Ltd owned business)
Shed 3, 153 Rossmanns Road,
Stapylton QLD 4207
Phone: 1800 549701
Web: www.penske.com.au
Office: 8:00am - 5:00pm, Monday to Friday
Parts & Service: 8:00am - 5:00pm, Monday to Friday

| Service Tax Invoice | | | Page 1 of 2 | | Reprint# 2 | | Invoice No: DFCSF1688 | | | |
|--------------------------|-------------------------|---------------------|-------------|------------|--|------------------------------|--------------------------|-----------------------------|--|--|
| Invoice Date 21/12/23 | Customer Name & Address | | | | Advisor | | RO Open Date 21/12/23 | | | |
| Due Date | | | | | Model Description 18/18/2018 ISUZU NNR45-150 TRAY TRUCK | | | | | |
| Payment Terms 30 | | | | | Model Code 2018 ISUZU NNR45-150 TRAY TR | | RO Close Date | | | |
| Customer No. | | | | | Unit Serial No. JAANNR85HG7101023 | | Repair Order Number | | | |
| Reg/Fleet No. 842YIA | Equipment Make 18 | Equipment Serial No | | Unit Model | | Purchase Order No. 842YIA | | Kilometres / Hours 11123 | | |
| Customer Contact | | Contact Mobile | | | Warranty Start Date | | | Warranty End Date | | |
| Stock Number | | Fleet Number | | | | | | | | |

| Labour | Operation | Description | QTYS | Amount |
|--------|-----------|-------------|------|--------|
|--------|-----------|-------------|------|--------|

Job#1 04OTZZZZZ001 4.50 675.00

LUBE SYSTEM REPAIR

CARRY OUT B SERVICE
REQUESTED -
CARRY OUT B SERVICE
RENEW ENGINE OIL AND OIL FILTERS.
RENEW FUEL FILTERS.
CHECK AND RENEW AIR FILTERS IF REQUIRED.
CHECK ALL LIGHTING AND BODY.
CHECK ALL STEERING AND SUSPENSION AND UNDER CHASSIS AREA.
CHECK AND TOP UP ALL LEVELS.
GREASE ALL POINTS.
CHECK AND ADJUST BRAKES.
CARRY OUT TEST DRIVE.
CARRY OUT BRAKE ROLLER TEST.

| | | | |
|-------------|----------------------|----|--------|
| WCO101 | OIL FILTER | 1 | 18.20 |
| WCF307NM | FUEL/WATER FILTER | 1 | 34.75 |
| WCF121NM | FUEL FILTER | 1 | 25.95 |
| 30001289211 | 15W40 CK4 ENGINE OIL | 10 | 122.50 |
| NVN710-10-1 | WIPER REFILL 6MM | 2 | 8.40 |

<<< Total For Job 1 >>> 884.80

Job#2 65OTCOIINS4516T 1.00 150.00

COI INSPECTION 4.5T - 16T CERTIFICATE

CARRY OUT COI INSPECTION
CARRY OUT BRAKE TEST
CARRY OUT COI INSPECTION - PASSED

<<< Total For Job 2 >>> 150.00

Job#3 05DNELITE611147 1.00 150.00

Inspect/Replace Map Light
REPAIR FAULTY LIGHTS
REPLACED FAULTY MAP LIGHT
TESTED OK

| | | | |
|------|-----------------|---|--------|
| 90AM | AMBER EMERG LED | 1 | 109.38 |
|------|-----------------|---|--------|

<<< Total For Job 3 >>> 259.38

| | | |
|-----------|-----------------------------|-------|
| Misc: EL | Environmental Levy | 20.00 |
| Misc: SSQ | Workshop Supplies pre Quote | 0.00 |
| Misc: SS | Workshop Supplies | 20.00 |



Australia

ACN: 073 690 990 ABN: 47 073 690 990
AU27805

Total Fleet Maintenance
(Penske Australia Pty Ltd owned business)
Shed 3, 153 Rossmanns Road,
Stapylton QLD 4207
Phone: 1800 549701
Web: www.penske.com.au
Office: 8:00am - 5:00pm, Monday to Friday
Parts & Service: 8:00am - 5:00pm, Monday to Friday

| Service Tax Invoice | | | | Page 2 of 2 | | Reprint# 2 | | Invoice No: DFCSF1688 | | |
|--------------------------|-------------------------|--|--|-------------|--|---------------------|--------------------------|------------------------------|---------------------|-----------------------------|
| Invoice Date 21/12/23 | Customer Name & Address | | | | Advisor | | RO Open Date 21/12/23 | | | |
| Due Date | | | | | Model Description 18/18/2018 ISUZU NNR45-150 TRAY TRUCK | | | | | |
| Payment Terms 30 | | | | | Model Code 2018 ISUZU NNR45-150 TRAY TR | | | | RO Close Date | |
| Customer No. | | | | | Unit Serial No. JAANNR85HG7101023 | | | | Repair Order Number | |
| Reg/Fleet No. 842YIA | | | | | Equipment Make 18 | Equipment Serial No | Unit Model | Purchase Order No. 842YIA | | Kilometres / Hours 11123 |

| | |
|---------------------|--------|
| Total Labour | 975.00 |
| Total Parts | 319.18 |
| Total POL | 0.00 |
| Total Sublet | 0.00 |
| Total Misc | 40.00 |

| | |
|----------------------|---------|
| Total Tax | 133.42 |
| Total Invoice | 1467.60 |

Total Amount Including GST

Penske Australia RTA number AU27805

Bank details for payment by EFT NAB George St, Sydney BSB: 082-057 Acc: 173 400 176

This invoice is issued to you under our standard Terms and Conditions of Sale and Service (AU) (available at <https://penske.com.au/compliance-legal/>) which apply to the exclusion of any terms and conditions which you issue. Terms of payment are detailed in that document unless otherwise noted in this invoice.