



# TAX INVOICE

**Tax Invoice Number:** IN-9567  
**Job Start Date:** 03/02/2023  
**Date:** 28/02/2023  
**Due Date:** 30/03/2023  
**Payment Term:** Net 30 days

**11 Machinery Street**  
**Darra Queensland 4076**  
**ABN:** 88 152 995 018  
**Licence:** ARC:AU53557  
**Tel:** 0404118978  
**Email:** justin@diesel-spec.com.au  
**Website:** www.diesel-spec.com.au

**FOR:**  
 Basic Service and oil leak  
**Odometer:** 830,373 Kms  
**Model:** Volvo FH  
**Reg No:** XQ28VT  
**Next Service Date:** 29/05/2023  
**VIN:**  
**Year:** 2007

Description	Qty.	Unit Price	Amount
<b>Basic service</b>			
Labour - Labour	7.0	\$125.00	\$875.00
Workshop Consumables	1.0	\$30.00	\$30.00
20815558 - Sealing Strip	1.0	\$56.49	\$56.49
943177 - O-Ring Oil Cooler	2.0	\$8.89	\$17.78
85110126 - Nut	1.0	\$16.14	\$16.14
Freight	1.0	\$15.00	\$15.00
Workshop Consumables	1.0	\$30.00	\$30.00
Valvoline Engine Oil CK-4 15W40	33.0	\$8.50	\$280.50
Filter Kit	1.0	\$179.45	\$179.45

Carried out basic service.  
 Changed engine oil and filters.  
 Carried out inspection.  
 Check over all OK.  
 Removed upper timing chest.  
 Reseal and refit.  
 Rectified cab ram issue.  
 Replaced faulty nut on cab hose.

<b>Subtotal</b>	<b>\$1,500.36</b>
<b>GST</b>	<b>\$150.04</b>
<b>Total</b>	<b>\$1,650.40</b>
<b>Paid</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$1,650.40</b>

We thank you for your continued business.

**\*\*All parts remain the property of Mine Spec Maintenance Pty Ltd until this invoice is paid in full\*\***

**\*\*Any account not paid by the due date will be charged 7% interest calculated at the end of each month, until paid in full, as per the agreed terms\*\***

Mine Spec Maintenance Pty Ltd  
 BSB 014-295  
 Account 529834304  
 Please use your invoice number as a payment reference.

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## TERMS AND CONDITIONS

### 1. Definitions

- 1.1 Words used in these terms and conditions have the following meanings:
- Agreement** means this Servicing Agreement, including the Schedule, these terms & conditions and any annexures.
- Client** means the client identified in the Schedule.
- Collateral** means all the Client's present and after-acquired property. It includes anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest.
- Fees** means the costs associated with the Servicer carrying out the Servicing and charged at the Hourly Rate.
- GST** means goods and services tax.
- GST Law** has the meaning given to it in the *A New Tax System (Goods and Servicing Tax) Act 1999* (Cth).
- Guarantee** means the personal guarantee provided by the Guarantor on the terms described in clause 16 of this Agreement.
- Guaranteed Money** means all debts and monetary liabilities of the Client to the Servicer under or in relation to this Agreement and any associated document.
- Guarantor** means the guarantor or guarantors identified in the Schedule.
- Hourly Rate** means the hourly rate or hourly rates shown in the Schedule or as updated by the Servicer in writing from time to time.
- Laws** means all legislation, regulations, notices, ordinances, ministerial directives and government guidelines.
- Outlays** means amounts paid by the Servicer on behalf of the Client for Parts (or outside labour) required to complete the Servicing.
- Parts** means any goods required to complete the relevant Job such as lubricants, spare parts.
- Payment Terms** has the meaning given in the Schedule.
- Schedule** means the page entitled "Schedule" to which these terms are attached.
- Servicer** means the servicer identified in the Schedule.
- Servicing** means the servicing, repair, upgrade and/or maintenance of Vehicles by the Servicer carried out on behalf of the Client from time to time.
- Site** means the Servicer's depot at 33a, 284 Musgrave Road, Coopers Plains QLD 4108 or a new site elected under clause 6.2.
- Tax Invoice** means the invoice provided by the Servicer to the Client upon completion of each Job for:
- the Fees of the Servicer; and
  - the cost of all Outlays.
- Vehicle** means the vehicle requiring servicing under this Agreement.
- 1.2 Expressions used in the Schedule bear a corresponding meaning in these terms and conditions unless the context requires otherwise.
- ### 2. Agreement for Servicing
- 2.1 The Client appoints the Servicer to provide the Servicing and in consideration will pay the Tax Invoice in accordance with the Payment Terms.
- 2.2 The Servicer will provide the Servicing to the Client in accordance with this Agreement.
- ### 3. Fees
- 3.1 We can provide an estimate of the Fees and Outlays associated with the Servicing from time to time. Where requested, the estimate will be discussed with you prior to work being commenced on your vehicle.
- 3.2 You understand that larger vehicles may require high quantities of oil and other Outlays during servicing. The Servicer may at its sole discretion, and without contacting you for authorisation, charge an amount to cover the cost of the oil and other similar Outlays used in the Servicing.

- 3.3 The Tax Invoice outlining the Servicing carried out and associated Fees and Outlays will be provided once the Servicing is completed.
- 3.4 The Client acknowledges that:
- The Servicer charges for the Servicing on the basis of time spent carrying out the Servicing based on the Hourly Rate.
  - Charging on the basis of time taken to do a task may result in the Tax Invoice being greater than expected.
  - The Servicer reserves the right to charge a premium should the Servicing require urgency, unusual hours or should other considerations such as complexity or size make it appropriate.
- ### 4. Outlays
- 4.1 The Client acknowledges that:
- In addition to the Fees, the Client must also pay all Outlays required to complete the relevant Job .
  - The Servicer may request that monies be paid prior to completion of the Work for anticipated Outlays.
  - All parts removed by the Servicer in the course of the Servicing shall become the Servicer's property.
  - Parts returned are subject to a handling charge.
  - Parts specially ordered are not returnable.
- ### 5. Obligations of the Servicer
- 5.1 The Servicer must:
- carry out the Servicing with professional skill and diligence; and
  - give a progress report as reasonably requested by the Client.
- 5.2 The Servicer will endeavour to provide the Servicing by the estimated time (if any), but the Servicer shall not be liable for any delay in completing the Servicing. Time shall not be of the essence in respect of this clause. Risk passes on delivery or where relevant on collection of the Vehicle.
- ### 6. Location of Servicing
- 6.1 The Servicing is to be provided by the Servicer at the Site.
- 6.2 The Client may request that the Vehicle is provided for Servicing at a location other than the Site. If the request is accepted, the Client will provide access and all other resources reasonably required by the Servicer to perform the Servicing at the new site.
- 6.3 The Servicing may be delivered by any of the Servicer's consultants, agents, other contractors or any other person nominated by the Servicer at the Servicer's absolute discretion.
- ### 7. Relationship
- 7.1 In providing the Servicing, the Servicer is an independent contractor and not an employee or agent of the Client for any purpose.
- 7.2 This Agreement does not constitute any relationship of agency, partnership or employment.
- ### 8. Guarantee
- 8.1 The Guarantor acknowledges and accepts the terms and conditions of the Guarantee.
- ### 9. Lien
- 9.1 The Client shall have a general lien on all of the Client's vehicles and all of their contents for all monies owing to the Servicer by the Client on any account whatsoever. The Client shall be entitled to reasonable storage charges during any period in which the vehicle is retained by virtue of the lien.
- 9.2 If the Client's indebtedness to the Client is not satisfied within three months from the date of the first Tax Invoice to the Client, the Client may without notice, sell any Vehicle owned by the Client and/or the contents thereof by public auction or private treaty. The net proceeds of the sale shall be applied towards the satisfying monies due from the Client to the Servicer, and any balance shall be paid by the Servicer to the Client on demand.

- 10. PPSR**
- 10.1 The Client grants a security interest in the Collateral to the Servicer to secure payment of the Tax Invoices.
- 10.2 The Client acknowledges that the Servicer holds a purchase money security interest in the Parts supplied by the Servicer and any Parts supplied by the Servicer which have been manufactured, processed, assembled or commingled such that their original identity is lost (**Vehicle**).
- 10.3 For the purposes of the PPSA where the Servicer takes possession of the Parts or Vehicle upon default of the Client, the Servicer may, should it choose to do so:
- sell the Parts or Vehicle by any means and at any time;
  - deduct from any proceeds of sale, all costs incurred in relation to the sale; and
  - retain for its own use and benefit any part of the purchase price for those Parts which remains outstanding.
- 10.4 To the extent the law permits:
- for the purposes of sections 115(1) and 115(7) of the PPSA, the Servicer need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) and sections 142 and 143 are excluded; and
  - for the purposes of section 115(7) of the PPSA, the Servicer need not comply with sections 132 and 137(3).
- 10.5 To the extent the law permits, the Client waives its rights to receive any notice that is required by any provision of the PPSA (including a notice of a verification statement) and/or any other law before a secured party or receiver exercises a right, power or remedy.
- 11. Risk**
- 11.1 The Client assumes risk in the Vehicle at all times.
- 12. General Warranties**
- 12.1 The Servicer provides a 6 month warranty on the Servicing, calculated from the date of completion of the relevant job.
- 12.2 The Client warrants that it will:
- provide any alternate site under clause 6.2 in a safe state, free from risks to health and safety;
  - provide the Servicer with all information reasonably required (including without limitation, any occupational health and safety, equal opportunity and anti-discrimination policies) in order to deliver the Servicing in a safe and effective manner; and
  - comply with all health and safety Laws relating to the Site being used for the Servicing.
- 13. Limitation of Liability**
- 13.1 The Client agrees that the Servicer has no liability and is not bound to replace any faulty, defective or otherwise unfit Parts unless those Parts become faulty, defective or unfit for purpose due to the negligence of the Servicer.
- 13.2 The Servicer's liability in connection with this Agreement is limited (in its discretion) to the re-supply of the Servicing related to the breach or cost of re-supply of that Servicing.
- 13.3 The Servicer is not responsible for loss or damage to Vehicles or other property whatsoever or however occasioned except when such loss or damage is caused by the sole negligence or deliberate act of the Servicer or its servants.
- 13.4 In no circumstances will the Servicer be liable for any indirect or consequential loss and each party agrees that loss of profit or loss of business opportunities constitutes indirect or consequential loss or damage. The maximum liability under any circumstances is limited to the Costs.
- 14. Costs**
- 14.1 Interest accrues on the daily balances of any outstanding Tax Invoices capitalised monthly at a rate of 15%, until the Tax Invoices are repaid in full.
- 14.2 If any action is necessary for the Servicer to enforce this Agreement, the Servicer will be entitled to reasonable legal fees, costs, and disbursements in addition to any other relief to which the Servicer may be entitled.
- 15. General**
- 15.1 Force Majeure**
- Neither party will be liable to the other for any failure to comply with this Agreement where the failure is due to circumstances which are not directly within the party's control, including acts of terrorism, natural disaster, industrial action, or a failure of a supplier, public utility or common carrier.
- 15.2 GST**
- Unless otherwise stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.
  - The Client will have no liability to pay the Servicer any GST associated with the supply of the Products under this Agreement unless it is provided with a tax invoice that complies with GST Law.
- 15.3 Notices**
- All notices and other communications provided for or permitted under this Agreement or otherwise shall be sent by certified or registered mail with postage prepaid, by hand delivery or email transmission to the parties' respective contact details as set out in the Schedule.
- 15.4 Severance**
- If at any time any part of this Agreement is or becomes unenforceable, such part will be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.
- 15.5 Dispute Resolution**
- If any dispute, controversy or claim arises out of or in respect of this Agreement, the parties shall endeavour to resolve the matter by negotiation, and failing negotiation, the parties shall refer same to mediation administered by such person or organisation as the parties may determine by agreement or, failing agreement by the Australian Commercial Disputes Centre.
  - The mediation of any dispute, controversy or claim referred to in clause 15.5(a) shall be conducted in Brisbane or at such other place as the parties may agree.
  - The mediation shall be held in accordance with the rules laid down by the mediator.
- 15.6 Governing Law**
- This Agreement and the Guarantee (if applicable) is governed by and construed in accordance with the Laws of Queensland.
- 16. Guarantee**
- 16.1 The Guarantor irrevocably and unconditionally guarantees the obligations of the Client to pay the Servicer money pursuant to this Agreement and undertakes to pay the Servicer (subject to the terms of this Guarantee) the Guaranteed Amount upon presentation to the Guarantor of the Servicer's Tax Invoice.
- 16.2 The Guarantor agrees to make any payment due hereunder upon first written demand without set-off or counterclaim and without any legal formality such as protest or notice being necessary and waives all privileges or rights which it may have as a guarantor, including any right to require the Servicer to claim payment or to exhaust remedies against the Client or any other person.
- 16.3 This guarantee and the obligations of the Guarantor hereunder shall continue in full force and effect until all duties, obligations and liabilities of the Client in connection with this Agreement have been fully discharged.
- 16.4 Notwithstanding anything to the contrary above, in the event of any claim under the Guarantee, the Guarantor shall be entitled to assert any defence, set-off or counterclaim that the Client could assert had such claim been made directly against the Client under this Agreement.