



Service Tax Invoice: RA950013910:01

DATE ARRIVED		DATE INVOICE		SALES TYPE		ADVISOR		TERMS		CUSTOMER PO#	
05/01/2024 7:50:18AM		08/01/2024		CT		Joel Parinas		AR		XV24XJ IVAN	
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOM IN	ODOM OUT		
2021	FUSO	FV74HJR4VFAA	JLFFV74HJ0KJ10012	T190105375	0		OM47665485	17,380	17,380		

Sold Operations

JOB #1 00 Maintenance

COMPLAINT Carry out 50,000km/100,000km Fuso logbook service

CAUSE

CORRECTION Carry out 50,000km and 100,000km service.

(100,000km service was due in 2 months time)

- Replaced Engine oil and filter
- Replaced Fuel filter
- Replaced Fuel/water separator
- Replaced Adblue filter
- Replaced Air drier filter
- Replaced Power steering oil and filter
- Replaced engine air filter
- Carried out engine tune
- Torqued wheels
- Washed engine bay

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 00-10	Maintenance		1,520.00
1	950U/QFLK19	FUSO FILTER KIT	712.49	712.49
	C	BACK COUNTER		
1	950U/QMC090407	P/STEER FILTER COMP	70.99	70.99
1	950M/A000142108928	ADBLUE FILTER ELEMENT	224.99	224.99
	C	BAY 11		
1	950M/A0000751332	AIR FILTER	87.99	87.99
	c	BAY 6A		
37	ZE-12	ENGINE - ALLIANCE AFM E9/E7/E6 (20L) - QABP AFM42	11.59	428.83
1	ZC-6	COOLANT - ALLIANCE PRIMECOOL GP P-40 (5L) - QABI	7.78	7.78
3	ZTA-8	POWER STEERING - ALLIANCE PRIME FLEX ATF III (PU	9.37	28.11
1	ZGR-1	GREASE - ALLIANCE AFX2 GREASE (180KG) - QABP AF	16.01	16.01

Prepay: \$0.00 Parts: \$1,096.46 Labor: \$1,520.00 Misc: \$480.73 Sublet: \$0.00 \$3,097.19

JOB #2 79 Recalls

COMPLAINT RC3273 [HDT] OM471OM470 Engine label insufficient Incompliant

CAUSE

CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 79-10	Recalls		

Sold Operations (Cont.)**JOB #3 79****Recalls**

COMPLAINT RC3289 No tool installation for spring brake chamber mechanical release
 CAUSE
 CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	950U/QHD272AEX	SPANNER		
	C	BACK COUNTER		
	LABOR 79-10	Recalls		

JOB #4 79**Recalls**

COMPLAINT RC3305 [HDT] Engine start failure CGW Corrosion
 CAUSE
 CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
0	950U/QHD266EEX	BRACKET		
0	950U/QHD266DEX	CONNECTOR		
	LABOR 79-10	Recalls		

JOB #5 79**Recalls**

COMPLAINT RC3306 [HDT BP ASAM] In Tractor, Back Lamp, hazard glowing with Buzzer On unintentionally every 10 mins
 CAUSE
 CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 79-10	Recalls		

JOB #6 99**Miscellaneous**

COMPLAINT Please check drivers seat tilt operation. Customer states it doesn't lock. Seat not secured mostly when braking.
 CAUSE
 CORRECTION Inspected on roadtest. could not fault.
 Checked operation, seat operating normal.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 99-10	Miscellaneous		0.00

Prepay: \$0.00 Parts: \$0.00 Labor: \$0.00 Misc: \$0.00 Sublet: \$0.00 \$0.00

Sold Operations Totals

Prepay: \$0.00 Parts: \$1,096.46 Labor: \$1,520.00 Misc: \$480.73 Sublet: \$0.00 \$3,097.19

<p>The customer hereby acknowledges that the goods and services supplied by the supplier shall remain the property of the supplier until the supplier receives payment for the same.</p> <p>The following charges apply to credit card payments: Visa and Mastercard 0.7%, American Express 1.6%</p> <p>X</p> <p>SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT.</p>		ESTIMATED		BILLED
		LABOR		\$1,520.00
		PARTS		\$1,096.46
		MISC		\$480.73
		SUBLET		\$0.00
		SHOP SUPPLIES		\$228.00
		MISC SUPPLIES		\$0.00
		SUBTOTAL		\$3,325.19
		GST		\$332.52
		TOTAL		\$3,657.71
		Prepay		\$0.00
		TOTAL DUE		\$3,657.71








Mercedes-Benz - are registered trademarks of Daimler AG , Stuttgart. Germany
 Freightliner is a registered trademark of Freightliner LLC. USA
 Fuso is a registered trademark of Mitsubishi Fuso Trucks & Bus Corporation, Japan

67 - 75 Princes Hwy
 Dandenong Sth VIC 3175
 Tel: +61 (03) 9791 6533
www.whitehorsetrucks.com.au
 ABN 13 116 437 702 / ACN 116 437 702
 LMCT-10219
 AU33888 HV10570
service@daimlertrucksdandenong.com.au

Repair Order Terms and Conditions

1. The term "Dealer" means the entity outlined on the front page of this Repair Order and its employees and subcontractors who will be responsible for carrying out the Repair Works.
2. The term "Customer" means the person (including its successors, personal representatives and permitted assigns) who owns the vehicle, plant and/or equipment that is listed in the Repair Order, and where this consists of more than one person the obligations in these conditions are deemed to be joint and several;
3. The term "Repair Works" means all servicing, preventative maintenance and repairs outlined in the Repair Order, or that arise from or are incidental to the works listed in the Repair Order.

Customer authorisation and acknowledgements

4. The Customer authorises the Repair Works set out in this Repair Order to be done along with the purchase of any additional necessary materials .
5. The Customer agrees that the Dealer is not responsible for:
 - a. loss or damage to the vehicle the subject of this Repair Order in case of fire, theft or any other cause beyond the Dealer's control;
 - b. any delays caused by the unavailability of parts or delays in parts shipment.
6. The Customer grants the Dealer permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and/or inspection.
7. If any component of the vehicle is capable of storing user-generated data, the Repair Works may result in the loss of that data. The Customer should ensure that they have taken appropriate steps to save any data that could be at risk.
8. The Customer authorises the Dealer to operate and turn off any electrical devices such as recording devices in the vehicle .
9. If the Customer was referred or introduced to the Dealer by a third party, or if a third party has acted as agent of the Customer or as broker or intermediary in relation to this Repair Order, the Customer acknowledges that the Dealer may pay or give a fee, commission, rebate, gift or other benefit to the third party. If further details are required, the Customer should refer to the third party (if any) for further information.
10. The Customer acknowledges that the vehicle is being delivered to the Dealer pursuant to a bailment arrangement and that the vehicle will be held until payment for all services rendered pursuant to this Repair Order has been received.
11. By signing this Repair Order the Customer warrants to the Dealer that the vehicle is currently registered and has in place valid Compulsory Third Party insurance.
12. If the Customer does not collect its vehicle within a reasonable time the Dealer may recover from the Customer the reasonable costs of storing of the vehicle at a cost of \$45.00 per day.

Parts and warranties

13. The use of non-genuine parts is not recommended and may affect any manufacturer warranty that applies to the vehicle. If non-genuine parts are used, they will be identified by the prefix "NG" on the tax invoice provided to the Customer.
14. 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.
15. 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:
 - a. To cancel your service contract with us; and
 - b. To a refund for the unused portion, or to compensation for its reduced value.
16. 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.

Cost of repairs

17. If the Customer requests that the Repair Works be carried out pursuant to a manufacturer's warranty, the terms and conditions of the relevant warranty apply and the manufacturer reserves the right to assess and determine whether the warranty claim should be upheld based on the warranty terms and conditions.
18. If the Repair Works are being carried out as part of a goodwill claim, reimbursement of the costs incurred in carrying out the Repair Works is made subject to a technician check being carried out by Daimler Truck Australia Pacific Pty Ltd .
19. If the Repair Works are not being carried out as part of a warranty or goodwill claim, then the Customer is responsible for all related costs of the Repairs Works and agrees to pay the Dealer for performing the Repair Works. The Dealer will use reasonable endeavours to advise the Customer of the likely cost of such Repair Works before commencing the works .
20. Until the Customer makes full payment for all goods and services and for all other amounts owing to the Dealer:
 - a. Title in all goods supplied as part of the Repair Works remains vested in the Dealer ;
 - b. the Customer must hold the goods as fiduciary Bailee and agent for the Dealer;
 - c. the Customer must hold the proceeds of sale of the goods on trust for the Dealer;
 - d. in addition to the Dealer's rights under the *Personal Properties Security Act 2009* (Cth) ("PPSA"), the Dealer may enter any premises and remove the goods and for this purpose and the Customer irrevocably licences the Dealer to enter such premises and also indemnifies the Dealer from and against all costs, claims, demands or actions by any party arising from such action; and
 - e. the Dealer retains a lien over any vehicle it has performed works on which entitles the Dealer to sell any vehicle in the Dealer's possession, subject to providing 14 days written notice to the Customer, by treaty or public auction as we deem suitable, and allocate the proceeds to satisfy any amounts owing.
21. The PPSA applies to these terms which constitute a security agreement. The Dealer has a Purchase Money Security Interest in all present and future goods supplied by the Dealer to the Customer and the proceeds of the goods. Where the goods are installed in or affixed to other goods (such as a vehicle), the security interest extends to both the accession and the other goods or mass.
22. Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA. The Supplier and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these terms.
23. To the extent permitted by the PPSA, the Customer agrees that: (a) the provisions of Chapter 4 of the PPSA will apply only to the extent that they are mandatory or the Dealer agrees to their application in writing; and (b) where the Dealer has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

Dealer's Liability

24. All representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not set out in these conditions or in the Dealer's quote are expressly excluded to the fullest extent permitted by law. Except as expressly set out in these conditions or the Dealer's quote, the Customer acknowledges that neither the Dealer nor any person acting on the Dealer's behalf has made any representations or given any promise or undertaking in relation to the quality of the Repair works, their fitness for purpose or their usage.
25. Nothing in these conditions is to be interpreted as having the effect of excluding, restricting or modifying any condition or warranty, or right or liability implied by any applicable legislation (including the *Competition and Consumer Act 2010* (Cth)) into the conditions, if such exclusion, restriction or modification would be void or prohibited by the legislation. The Customer shall have the full benefit of any conditions, warranties and guarantees which are implied into this Conditions by the provisions of any consumer protection, fair trading or sale of goods legislation applicable to the State whose laws govern the provision of the Repair Works, but only to the extent that such conditions, warranties and guarantees are applicable to the Repair Works and cannot be excluded from it.
26. To the extent that the Dealer breaches any condition or warranty implied into these conditions and which cannot be excluded, or breaches any condition or warranty expressly included in these terms and conditions, then the Dealer's liability is limited to, and completely discharged by, at the Dealer's discretion, either:
- supplying of the services again; or
 - the payment of the cost of having the services supplied again.
27. Subject to 24(a) and 4(b) above, the Dealer is not liable to the Customer (or to any third party claiming through the Customer) for any loss caused by any act or omission of the Dealer, its employees or agent, and whether based on negligence or other tort, conditions or otherwise.
28. In no event shall the Dealer be liable for indirect or consequential losses (including loss of production, profit, goodwill or reputation).

General

29. The Customer may not exercise any right of withholding, deduction or setoff.
30. If any provision of these conditions is unenforceable or void either in whole or in part for any reason, then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of any other provision .
31. These conditions (including the details appearing on the Repair Order) constitutes the entire agreement between the Customer and the Dealer and no modification is binding in relation to these conditions unless agreed to in writing by the Dealer.
32. Any dispute arising out of these conditions is governed by the laws of the State or Territory of Australia where the purchase order was received by the Dealer and the Customer submits to the jurisdiction of and agrees to be bound by the Federal Courts of Australia and of that State .

PRIVACY STATEMENT

- For our full Privacy Policy please see www.velocitytruckcentres.com.au or a hard copy will be made available at no cost on request.
- The kind of personal information we (being the Dealer and its related companies) hold is the information detailed in this Contract or otherwise provided by you, the Customer.
- When we collect hold, use and disclose personal information we do so only for certain purposes set out in our Privacy Policy, including to facilitate delivery of goods and services; to meet requirements of regulators and third party suppliers (including in relation to the provision of goods, insurance, registration, warranty and other services, and information about new products and services that become available from time to time); to communicate with you, by way of direct marketing, information about any goods and services; and in accordance with our Privacy Policy. Your Information may be disclosed to the vehicle manufacturer and other members of the Daimler Group and third party service providers acting on our behalf and on behalf of the Daimler Group of companies under conditions of confidentiality specifically in relation to the provision of products and services to you.
- In the ordinary course of our business, your personal information may be transferred and/or stored in various countries within Asia, Europe, Africa, North America and other parts of Australia. We take steps to ensure that any personal information we hold, is kept safe from misuse, loss and unauthorised access, modification and disclosure. A copy of our Privacy Statement can be viewed at Velocity Vehicle Group Australia Pty Ltd .
- If you apply for consumer credit through us to an external credit provider, we will also collect, store and pass on consumer credit information. Details of the kinds of consumer credit information we collect, how we use it and with whom we share it are also set out in our Privacy Policy.
- Any query or access to your personal information should be referred to our Privacy Officer at privacy@vvgtruck.com.au
- You authorize and consent to us collecting, using, storing and disclosing your personal information within and outside Australia in accordance with our Privacy Policy.

Signature

Date

Truckrite

293-295 Hammond Road
Dandenong South VIC 3175
B: 03 9558 0200
Email: info@truckrite.com.au
ABN: 26 497 329 509

Tax Invoice #21319

		Start date 9/10/2024	End date 14/10/2024
Estimate Number	Invoice Date	Order Number	
30452	14/10/2024	COD	

FUSO SHOGUN White

XV24XJ

Body style Prime mover	Odometer 21687km	Paint Code	VIN JLFFV74HJ0KJ10012
Cylinders	Manufactured January 2022	Trim Code	Engine Number

Mechanical

	Amount
TRAILER WARNING LIGHTS	Report On
DROP OFF AND PICK UP TO DAIMLER DANDENONG	
	150.00

Sublet

	Amount
TRAILER WARNING LIGHTS	Report On
Total Sublet	0.00

Total Excluding GST	150.00
GST Amount	15.00
Total Payable Including GST \$	165.00

Payment Terms - Due on Receipt: Due 14/10/2024

NEW BANK DETAILS

Please note cleared funds are required prior to Vehicle Collection

BANKING DETAILS:

WESTPAC BANK

ACCOUNT NAME: NEW AGE VEHICLES PTY LTD

BSB: 033 090

A/C : 652 766

PLEASE INCLUDE INVOICE NUMBER AS REFERENCE

ACCOUNTS@TRUCKRITE.COM.AU



Service Tax Invoice: RA950019478:01

DATE ARRIVED		DATE INVOICE		SALES TYPE		ADVISOR		TERMS		CUSTOMER PO#	
11/11/2024 9:34:22AM		11/11/2024		CT		Allan P		AR		XV24XJ	
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOM IN	ODOM OUT		
2021	FUSO	FV74HJR4VF	AA JLFFV74HJ0KJ10012	T190105375	0		OM47665485	21,855	21,856		

Sold Operations

JOB #1 BDAATTEND AFTERHOURS BREAKDOWN




COMPLAINTPLS CHECK - TRUCK NOT STARTING - POSSIBLE FLAT BATTERY



CAUSE

CORRECTIONArrived on site, jump started the vehicle, checked and all working fine at the time of check.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
21	KMS	KMS TRAVELLED	1.50	31.50
1	CALL	A/HOURS CALL OUT	185.00	185.00
	LABOR BDA-10	AFTERHOURS BREAKDOWN		209.00
		Prepay: \$0.00	Parts: \$0.00	Labor: \$209.00
		Misc: \$216.50	Sublet: \$0.00	\$425.50
Sold Operations Totals		Prepay: \$0.00	Parts: \$0.00	Labor: \$209.00
		Misc: \$216.50	Sublet: \$0.00	\$425.50

<p>The customer hereby acknowledges that the goods and services supplied by the supplier shall remain the property of the supplier until the supplier receives payment for the same.</p> <p>The following charges apply to credit card payments: Visa and Mastercard 0.7%, American Express 1.6%</p> <p>X</p> <p>SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT.</p>		ESTIMATED		BILLED
		LABOR		\$209.00
		PARTS		\$0.00
		MISC		\$216.50
		SUBLET		\$0.00
		SHOP SUPPLIES		\$31.35
		MISC SUPPLIES		\$0.00
		SUBTOTAL		\$456.85
		GST		\$45.68
		TOTAL		\$502.53
		Prepay		\$0.00
		TOTAL DUE		\$502.53

Mercedes-Benz - are registered trademarks of Daimler AG , Stuttgart. Germany
 Freightliner is a registered trademark of Freightliner LLC. USA
 Fuso is a registered trademark of Mitsubishi Fuso Trucks & Bus Corporation, Japan

67 - 75 Princes Hway
 Dandenong Sth VIC 3175
 Tel: +61 (03) 9791 6533
 www.whitehorsetrucks.com.au
 ABN 13 116 437 702 / ACN 116 437 702
 LMCT-10219
 AU33888 HV10570
 service@daimlertrucksdandenong.com.au

Repair Order Terms and Conditions

1. The term "Dealer" means the entity outlined on the front page of this Repair Order and its employees and subcontractors who will be responsible for carrying out the Repair Works.
2. The term "Customer" means the person (including its successors, personal representatives and permitted assigns) who owns the vehicle, plant and/or equipment that is listed in the Repair Order, and where this consists of more than one person the obligations in these conditions are deemed to be joint and several;
3. The term "Repair Works" means all servicing, preventative maintenance and repairs outlined in the Repair Order, or that arise from or are incidental to the works listed in the Repair Order.

Customer authorisation and acknowledgements

4. The Customer authorises the Repair Works set out in this Repair Order to be done along with the purchase of any additional necessary materials .
5. The Customer agrees that the Dealer is not responsible for:
 - a. loss or damage to the vehicle the subject of this Repair Order in case of fire, theft or any other cause beyond the Dealer's control;
 - b. any delays caused by the unavailability of parts or delays in parts shipment.
6. The Customer grants the Dealer permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and/or inspection.
7. If any component of the vehicle is capable of storing user-generated data, the Repair Works may result in the loss of that data. The Customer should ensure that they have taken appropriate steps to save any data that could be at risk.
8. The Customer authorises the Dealer to operate and turn off any electrical devices such as recording devices in the vehicle .
9. If the Customer was referred or introduced to the Dealer by a third party, or if a third party has acted as agent of the Customer or as broker or intermediary in relation to this Repair Order, the Customer acknowledges that the Dealer may pay or give a fee, commission, rebate, gift or other benefit to the third party. If further details are required, the Customer should refer to the third party (if any) for further information.
10. The Customer acknowledges that the vehicle is being delivered to the Dealer pursuant to a bailment arrangement and that the vehicle will be held until payment for all services rendered pursuant to this Repair Order has been received.
11. By signing this Repair Order the Customer warrants to the Dealer that the vehicle is currently registered and has in place valid Compulsory Third Party insurance.
12. If the Customer does not collect its vehicle within a reasonable time the Dealer may recover from the Customer the reasonable costs of storing of the vehicle at a cost of \$45.00 per day.

Parts and warranties

13. The use of non-genuine parts is not recommended and may affect any manufacturer warranty that applies to the vehicle. If non-genuine parts are used, they will be identified by the prefix "NG" on the tax invoice provided to the Customer.
14. 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.
15. 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:
 - a. To cancel your service contract with us; and
 - b. To a refund for the unused portion, or to compensation for its reduced value.
16. 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.

Cost of repairs

17. If the Customer requests that the Repair Works be carried out pursuant to a manufacturer's warranty, the terms and conditions of the relevant warranty apply and the manufacturer reserves the right to assess and determine whether the warranty claim should be upheld based on the warranty terms and conditions.
18. If the Repair Works are being carried out as part of a goodwill claim, reimbursement of the costs incurred in carrying out the Repair Works is made subject to a technician check being carried out by Daimler Truck Australia Pacific Pty Ltd .
19. If the Repair Works are not being carried out as part of a warranty or goodwill claim, then the Customer is responsible for all related costs of the Repairs Works and agrees to pay the Dealer for performing the Repair Works. The Dealer will use reasonable endeavours to advise the Customer of the likely cost of such Repair Works before commencing the works .
20. Until the Customer makes full payment for all goods and services and for all other amounts owing to the Dealer:
 - a. Title in all goods supplied as part of the Repair Works remains vested in the Dealer ;
 - b. the Customer must hold the goods as fiduciary Bailee and agent for the Dealer;
 - c. the Customer must hold the proceeds of sale of the goods on trust for the Dealer;
 - d. in addition to the Dealer's rights under the *Personal Properties Security Act 2009* (Cth) ("PPSA"), the Dealer may enter any premises and remove the goods and for this purpose and the Customer irrevocably licences the Dealer to enter such premises and also indemnifies the Dealer from and against all costs, claims, demands or actions by any party arising from such action; and
 - e. the Dealer retains a lien over any vehicle it has performed works on which entitles the Dealer to sell any vehicle in the Dealer's possession, subject to providing 14 days written notice to the Customer, by treaty or public auction as we deem suitable, and allocate the proceeds to satisfy any amounts owing.
21. The PPSA applies to these terms which constitute a security agreement. The Dealer has a Purchase Money Security Interest in all present and future goods supplied by the Dealer to the Customer and the proceeds of the goods. Where the goods are installed in or affixed to other goods (such as a vehicle), the security interest extends to both the accession and the other goods or mass.
22. Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA. The Supplier and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these terms.
23. To the extent permitted by the PPSA, the Customer agrees that: (a) the provisions of Chapter 4 of the PPSA will apply only to the extent that they are mandatory or the Dealer agrees to their application in writing; and (b) where the Dealer has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

Dealer's Liability

24. All representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not set out in these conditions or in the Dealer's quote are expressly excluded to the fullest extent permitted by law. Except as expressly set out in these conditions or the Dealer's quote, the Customer acknowledges that neither the Dealer nor any person acting on the Dealer's behalf has made any representations or given any promise or undertaking in relation to the quality of the Repair works, their fitness for purpose or their usage.
25. Nothing in these conditions is to be interpreted as having the effect of excluding, restricting or modifying any condition or warranty, or right or liability implied by any applicable legislation (including the *Competition and Consumer Act 2010* (Cth)) into the conditions, if such exclusion, restriction or modification would be void or prohibited by the legislation. The Customer shall have the full benefit of any conditions, warranties and guarantees which are implied into this Conditions by the provisions of any consumer protection, fair trading or sale of goods legislation applicable to the State whose laws govern the provision of the Repair Works, but only to the extent that such conditions, warranties and guarantees are applicable to the Repair Works and cannot be excluded from it.
26. To the extent that the Dealer breaches any condition or warranty implied into these conditions and which cannot be excluded, or breaches any condition or warranty expressly included in these terms and conditions, then the Dealer's liability is limited to, and completely discharged by, at the Dealer's discretion, either:
 - a. supplying of the services again; or
 - b. the payment of the cost of having the services supplied again.
27. Subject to 24(a) and 4(b) above, the Dealer is not liable to the Customer (or to any third party claiming through the Customer) for any loss caused by any act or omission of the Dealer, its employees or agent, and whether based on negligence or other tort, conditions or otherwise.
28. In no event shall the Dealer be liable for indirect or consequential losses (including loss of production, profit, goodwill or reputation).

General

29. The Customer may not exercise any right of withholding, deduction or setoff.
30. If any provision of these conditions is unenforceable or void either in whole or in part for any reason, then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of any other provision .
31. These conditions (including the details appearing on the Repair Order) constitutes the entire agreement between the Customer and the Dealer and no modification is binding in relation to these conditions unless agreed to in writing by the Dealer.
32. Any dispute arising out of these conditions is governed by the laws of the State or Territory of Australia where the purchase order was received by the Dealer and the Customer submits to the jurisdiction of and agrees to be bound by the Federal Courts of Australia and of that State .

PRIVACY STATEMENT

1. For our full Privacy Policy please see www.velocitytruckcentres.com.au or a hard copy will be made available at no cost on request.
2. The kind of personal information we (being the Dealer and its related companies) hold is the information detailed in this Contract or otherwise provided by you, the Customer.
3. When we collect hold, use and disclose personal information we do so only for certain purposes set out in our Privacy Policy, including to facilitate delivery of goods and services; to meet requirements of regulators and third party suppliers (including in relation to the provision of goods, insurance, registration, warranty and other services, and information about new products and services that become available from time to time); to communicate with you, by way of direct marketing, information about any goods and services; and in accordance with our Privacy Policy. Your Information may be disclosed to the vehicle manufacturer and other members of the Daimler Group and third party service providers acting on our behalf and on behalf of the Daimler Group of companies under conditions of confidentiality specifically in relation to the provision of products and services to you.
4. In the ordinary course of our business, your personal information may be transferred and/or stored in various countries within Asia, Europe, Africa, North America and other parts of Australia. We take steps to ensure that any personal information we hold, is kept safe from misuse, loss and unauthorised access, modification and disclosure. A copy of our Privacy Statement can be viewed at Velocity Vehicle Group Australia Pty Ltd .
5. If you apply for consumer credit through us to an external credit provider, we will also collect, store and pass on consumer credit information. Details of the kinds of consumer credit information we collect, how we use it and with whom we share it are also set out in our Privacy Policy.
6. Any query or access to your personal information should be referred to our Privacy Officer at privacy@vvgtruck.com.au
7. You authorize and consent to us collecting, using, storing and disclosing your personal information within and outside Australia in accordance with our Privacy Policy.

Signature

Date