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WAYNE TRANTER
 MITCHELTON QLD 4053

Salesperson Brad Sallus
 Insp Report #:

Registration No. 035BV6
 Odometer: 166411

Vehicle Make: MAZDA
 Vehicle Model: 3

Vehicle Year:

TAX INVOICE 140346 & INSPECTION REPORT RESULTS

(Refer Last Page for Conditions of Sale and Provision of Services)

Product	Description	Qty	Price	Amount
<u>W/ORDER: 039921</u>				
VSPM279	JAX Peace Mind Vehicle Service	1	0.00	0.00 *
	* Replace Engine Oil			
	* Replace Engine Oil Filter/Cartridge			
	* Inspect all Water levels			
	* Inspect Transmission and Differential Oil levels (where applicable)			
	* Inspect Brake and Power Steering Fluid levels			
	* Full Steering and Suspension inspection and report			
*OILS	5W30 SYNPOWER FE	4.50	16.00	72.00 *
*FILTERS	OIL FILTER	1	18.50	18.50 *
VSL	..Vehicle Servicing Labour	1.50	139.00	208.50 *
ZSEPA	Waste - EPA	1	11.00	11.00 *
XCONS	Consumables	1	15.00	15.00 *
ZVIRAI	JAX Inspection Report Action Items	1	0.00	0.00 *
	As promised a visual inspection report on your vehicle has been completed.			
	* Amber items require monitoring and may require repair or replacement in the near future			
	* Red items require immediate repair or replacement			
	Amber:			
	Red:FRONT & REAR STRUTS \$1200.00 FITTED			
ZJRSA	JAX Roadside Assistance Program	1.00	0.00	0.00 *
	JAX Roadside Assistance Program is to give you peace of mind in the event of an unexpected breakdown. You have received a complimentary 6 month subscription valued at \$49.50 as part of your purchase today. In the event of a breakdown or for any questions on the program please call 1300 848 088 or visit jaxtyres.com.au			
BTAT4504	Atomic Battery 4504	1	240.00	240.00 *
	Atomic Batteries are covered with up to a 2 year warranty for manufacturing defects.			
BTAT4504	Atomic Battery 10% Discount	1	24.00-	24.00-*
HA2055516K435V1	205/55R16 91V Kinergy Eco2 K435 Hankook	4	130.00	520.00 *
HA2055516K435V1	Hankook 443 Kinergy	1	130.00-	130.00-*
	Please note - the fitting balance valve and waste prices are included in the overall quoted price and are not an extra charge.			

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Product	Description	Qty	Price	Amount
ZFCP	Fitting Tyre	4	5.00	20.00 *
ZB	BOS Balance	4	8.00	32.00 *
ACTVS	Tubeless Valves	4	2.50	10.00 *
ZS	Waste Tyre Management Fee	4	9.50	38.00 *
<i>This management fee is for the dismount storage and disposal of end of life tyres through an approved collector and recycler in accordance with environmental regulations. For this purpose JAX employ Tyrecycle Pty Ltd.</i>				
ZATH	ACE Alignment Thrust	1	69.00	69.00 *
ZMJPC	myJAX Platinum Membership	1	0.00	0.00 *
<i>Congratulations! Your purchase has qualified you for the myJAX platinum program, offering over \$500 of savings through scheduled service vouchers and discounted offers. You will be notified shortly via email of how to set-up your account and access these benefits. For any assistance please contact our customer service team on 1300 557 467.</i>				
ZMVET	Veterans Card Holder	1.00-	55.00	55.00-*

JAX Tyres is a Tyre Stewardship Australia accredited retailer.

PAID BY: VISA : 1045.00

* indicates that the item is taxable.

Total price includes GST

THANK YOU for choosing JAX Tyres & Auto Mitchelton

Includes GST of \$95.00

TOTAL \$ 1045.00

JAX Loyalty Program

787402

JAX Tyres & Auto Mitchelton ("the Supplier") is a business wholly owned and operated under franchise by
 DSC Projects Pty Ltd ABN 27 610 952 933

ORIGINAL TAX INVOICE 140346

CONDITIONS OF SALE AND PROVISION OF SERVICES
(Effective 1 December 2018)

1. DEFINITIONS

- (a) "ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act.
- (b) "Consumer" is defined in the ACL and in determining if the Purchaser is a consumer, the Purchaser will be a consumer if the Goods or Services are acquired by the Purchaser as a consumer.
- (c) "Contract" means any agreement for the provision of Goods and Services by the Supplier to the Purchaser.
- (d) "Determined Interest Rate" means two percent (2%) above the prescribed rate of interest payable pursuant to Section 101 of the Civil Procedure Act 2005 and Rule 36.7(1) of the Uniform Civil Procedure Rules 2005 (NSW) on judgments or orders made for the payment of money.
- (e) "Goods" means goods and/or product supplied by or through the Supplier to the Purchaser.
- (f) "order" means any order, whether in writing or orally, by the Purchaser addressed to the Supplier or any Authorised Supplier.
- (g) "Purchaser" means a person, jointly or severally if more than one, acquiring Goods or Services from the Supplier.
- (h) "Services" means services supplied by the Supplier to the Purchaser.
- (i) "the Supplier" means the person(s) or company identified on page 1 of this tax invoice as the owner of the business which supplies the Goods and/or Services.

2. BASIS OF AGREEMENT

- (a) Except where the Supplier and the Purchaser agree in writing to the contrary, these conditions apply exclusively to every Contract and cannot be varied or replaced by any other terms.
- (b) The Contract is made when the Supplier accepts, in writing or by electronic means, an order by the Purchaser or provides the Purchaser with the Goods or Services.
- (c) The Supplier in its absolute discretion may refuse to accept any order.
- (d) The Supplier may vary or amend these Conditions of Sale and Provision of Services by written notice to the Purchaser at any time. Any variations or amendments will apply to orders placed after the notice date.

3. PRICING AND PAYMENT

- (a) Unless otherwise indicated prices are inclusive of Goods and Services Tax ("GST").
- (b) If the Purchaser requests any variation to the Contract, the Supplier may increase the price to account for the variation.
- (c) Where there is any change in the costs incurred by the Supplier, the Supplier may vary its price for the Goods or Services to take account of any such change, by notifying the Purchaser.
- (d) All Goods supplied or Services provided pursuant to any accepted order will be the subject of a tax invoice.
- (e) No claim in respect of any Goods supplied or Services provided by the Supplier shall entitle the Purchaser to withhold payment of the whole or any part of the price payable in respect of other Goods or Services.

4. LIABILITY

- (a) Except as these Conditions of Sale and Provision of Services specifically state, or as contained in any express warranty provided in relation to the Goods or Services, the Contract does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services or any contractual remedy for their failure.
- (b) If the Purchaser is a consumer nothing in these Conditions of Sale and Provision of Services restricts, limits or modifies the Purchaser's rights or remedies against the Supplier for failure of a statutory guarantee under the ACL.
- (c) If the Purchaser on-supplies the Goods to a person who is a consumer:
- (i) if the Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of the Supplier's liability to the Purchaser;
- (ii) otherwise, payment of any amount required under section 274 of the ACL is the absolute limit of the Supplier's liability to the Purchaser; howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Purchaser or any third party.

- If clause 4(b) or 4(c) do not apply, then other than as stated in these Conditions of Sale and Provision of Services or any written warranty statement the Supplier is not liable to the Purchaser in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Purchaser or any third party.
- (e) The Supplier is not otherwise liable for any indirect or consequential losses or expenses suffered by the Purchaser or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
- (f) The Purchaser acknowledges that:
- (i) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by the Supplier in relation to the Goods or Services or their use or application;
- (ii) it has not made known, either expressly or by implication, to the Supplier any purpose for which it requires the Goods or Services and it has the sole responsibility of satisfying itself that the Goods or Services are suitable for the use of the Purchaser.
- (g) Nothing in these Conditions of Sale and Provision of Services is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

5. PASSING OF PROPERTY

- (a) Until the Supplier receives full payment in cleared funds for all goods supplied or services provided by it to the Purchaser, as well as all other amounts owing to the Supplier by the Purchaser:
- (i) title and property in all Goods remain vested in the Supplier and do not pass to the Purchaser;
- (ii) the Purchaser must hold the Goods as fiduciary bailee and agent for the Supplier;
- (iii) the Purchaser must keep the Goods separate from its goods and maintain the Supplier's labelling and packaging;
- (iv) the Purchaser must hold the proceeds of sale of the Goods on trust for the Supplier in a separate account however failure to do so will not affect the Purchaser's obligation to deal with the proceeds as trustee;
- (v) The Supplier may without notice, enter any premises where it suspects the Goods are and remove them, notwithstanding that they may have been attached to other Goods not the property of the Supplier, and for this purpose the Purchaser irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.
- (b) The Purchaser acknowledges and agrees that the Personal Property Securities Act 2009 (Cth) applies to the supply of the Goods.

6. RISK AND INSURANCE

- (a) The risk in the Goods and all insurance responsibility for theft, damage or otherwise passes to the Purchaser upon the earlier of:
- (i) actual or constructive delivery of the Goods to the Purchaser; or
- (ii) collection of the Goods from the Supplier or any agent of the Supplier or from an Authorised Supplier by or on behalf of the Purchaser.
- (b) The Purchaser assumes all risk and liability for loss, damage or injury to persons or to property of the Purchaser, or third parties arising out of the use, installation or possession of any of the Goods sold by the Supplier, unless recoverable from the Supplier on the failure of any statutory guarantee under the ACL.

7. PERFORMANCE OF AGREEMENT

- (a) Any period or date for delivery of Goods or provision of Services stated by the Supplier is an estimate only and not a contractual commitment.
- (b) The Supplier will use its reasonable endeavours to meet any estimated dates for delivery of the Goods but will not be liable for any loss or damage suffered by the Purchaser or any third party for failure to meet any estimated date.
- (c) If the Supplier cannot complete the Services by any estimated date, it will complete the Services within a reasonable time.

8. DELIVERY

- (a) Subject to clause 8(f), the Supplier will arrange for the delivery of the Goods to the Purchaser.

- (b) The Purchaser will be responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the Goods to the Purchaser to the point of delivery.
- (c) The Supplier may make part delivery of Goods or provision of Services and the Supplier may invoice the Purchaser for the Goods or Services provided.
- (d) The Purchaser indemnifies the Supplier against any loss or damage suffered by the Supplier, its sub-contractors or employees as a result of delivery.
- (e) If delivery is attempted and is unable to be completed the Purchaser is deemed to have taken delivery of the Goods and the Purchaser is liable for storage charges payable monthly on demand.
- (f) If agreed that the Purchaser will collect the Goods from the Supplier or any agent of the Supplier or an Authorised Supplier:
- (i) the Purchaser must collect the Goods within 7 days of being advised they are ready;
- (ii) if the Purchaser does not collect the Goods within this time, the Purchaser is deemed to have taken delivery of the Goods and is liable for storage charges payable monthly on demand.

9. CANCELLATION

- (a) If the Supplier is unable to deliver or provide the Goods or Services, then it may cancel the Purchaser's order (even if it has been accepted) by written notice to the Purchaser.
- (b) No purported cancellation or suspension of an order or any part of it by the Purchaser is binding on the Supplier once the order has been accepted.

10. SHORTAGES AND EXCHANGES

- (a) The Supplier will not be liable for any shortages, damage or non-compliance with the specifications in the Contract unless the Purchaser notifies the Supplier with full details and description within 10 days of delivery otherwise the Purchaser is deemed to have accepted the Goods.
- (b) When any shortages, claim for damaged Goods or non-compliance with the Contract specifications is accepted by the Supplier, the Supplier may, at its option, replace the Goods, or refund the price of the Goods.
- (c) The Supplier will not under any circumstances accept Goods for return that:
- (i) have been specifically produced, imported or acquired to fulfil the Contract;
- (ii) are discontinued Goods or no longer stocked by the Supplier;
- (iii) have been used; or
- (iv) are not in their original condition.

11. MISCELLANEOUS

- (a) These Conditions of Sale and Provision of Services will be interpreted in accordance with the laws of the Commonwealth of Australia and the laws of the State or Territory in which the Contract is made.
- (b) If the Supplier provides credit to the Purchaser, the sale and payment for Goods and/or Services provided are subject to the terms and conditions of provision of credit as published by the Supplier from time to time.
- (c) If any provision of these Conditions of Sale and Provision of Services is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the provision shall be severed from these Conditions of Sale and Provision of Services without affecting the enforceability of the remaining provisions.
- (d) The Supplier's failure to enforce any provision of these Conditions of Sale and Provision of Services shall not be deemed to be a waiver of any of its rights and remedies under these Conditions of Sale and Provision of Services.
- (e) Where the Purchaser is a company, the Purchaser will, within seven (7) days of the appointment of a director, or the resignation of a director, or the issue of a share in, or the transfer of a share in the company, advise the Supplier in writing and provide full details.
- (f) The Purchaser must notify the Supplier of any event or transaction that will, or is likely to, adversely affect the Purchaser's capacity to perform its, his or her obligations to the Supplier.
- (g) The Purchaser consents to the Supplier sending tax invoices and statements to the Purchaser by way of email or other electronic means.
- (h) The Purchaser consents to the Supplier using the Purchaser's contact details provided to the Supplier for the purpose of sending:-
- (i) commercial electronic messages as defined in and in accordance with the SPAM Act 2003 (Cth); or
- (ii) marketing and promotional material.