

SERVICE TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms, unless the context otherwise requires:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and corresponding provisions under State and Territory legislation, as amended or replaced from time to time;

Company means Dollar Club Pty Ltd ACN 676 214 378 ABN 52 676 214 378 trading as Next Level Trucks of Unit 3, 50-56 Centenary Place, Logan Village QLD 4207;

Customer means the person or entity named in the Quote, or any person who accepts a Quote or authorises the Company to carry out the Services;

Goods means any parts, components, accessories, materials or products supplied, sourced, imported or fitted by the Company in connection with the Services;

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Quote means the written quotation, estimate or order issued by the Company (including through Xero) to which these Terms are appended, or which refers to these Terms, describing the Services and Goods and the associated price;

Services means the mechanical, modification, fabrication, fitting, auto electrical and related workshop services described in the Quote or otherwise agreed by the Company, including the modification of American trucks;

Terms means these Service Terms and Conditions, as amended from time to time;

Vehicle means the motor vehicle identified in the Quote or otherwise delivered to the Company for the Services; and

Works means the performance of the Services and the supply and fitting of Goods.

1.2 Interpretation

In these Terms, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to legislation includes amendments, re-enactments and replacements of it;
- (d) a reference to a clause is a reference to a clause of these Terms;
- (e) a reference to the Company acting in its discretion means its sole and absolute discretion; and
- (f) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning.

2. APPLICATION OF THESE TERMS AND FORMATION OF CONTRACT

2.1 Application

These Terms apply to all Quotes, Services and Goods supplied by the Company and prevail over any terms the Customer seeks to impose, unless the Company agrees otherwise in writing. These Terms are either appended to the Quote or published by the Company as its service terms and conditions, and in each case form part of the contract between the Company and the Customer.

2.2 Acceptance

The Customer accepts these Terms and enters into a binding contract with the Company on the earlier of:

- (a) the Customer signing or accepting the Quote, including electronically;
- (b) the Customer paying any deposit or other amount referable to the Quote;
- (c) the Customer delivering the Vehicle to the Company for the Works; or
- (d) the Customer otherwise instructing the Company to proceed with the Works.

2.3 Capacity and authority

The Customer represents that it is at least 18 years of age, has authority to enter into this contract, and, where the Vehicle is not owned by the Customer, is authorised by the owner to commit the Vehicle to the Works.

3. QUOTATIONS, ESTIMATES AND PRICING

3.1 Quotes

Unless stated otherwise in the Quote, a Quote is valid for 30 days from its date and may be withdrawn or varied by the Company at any time before acceptance.

3.2 Estimates

Where the Company provides an estimate rather than a fixed-price Quote, the estimate is a genuine pre-assessment forecast only. Actual charges may vary once the Vehicle is inspected, dismantled or diagnosed, or where the true scope of the Works becomes apparent.

3.3 Pricing and GST

All prices are in Australian Dollars and, unless stated otherwise, are exclusive of GST. GST is calculated and shown separately on the Quote and added to the total amount payable. Prices are based on the parts, labour, exchange rates and supplier costs current at the date of the Quote and may be adjusted for changes outside the Company's reasonable control, including supplier price increases, currency movements on imported Goods, and freight or import cost variations, provided the Company notifies the Customer before proceeding with the affected Works.

3.4 Diagnostic and inspection charges

Diagnostic, inspection, assessment and quoting time may be charged whether or not the Customer proceeds with the Works, where the Customer has been advised that such a charge applies.

4. DEPOSITS AND PAYMENT

4.1 Payment for materials and Goods

The Customer must pay for all materials and Goods in full on acceptance of the Quote. The Company is not obliged to order Goods, schedule the build, or commence the Works until payment for the materials and Goods is received. On payment for the materials and Goods, title in those materials and Goods passes to the Customer in accordance with clause 8.3, and the Customer is thereafter liable for a restocking fee of 20% of their price should the Customer cancel, as set out in clause 16. Charges for labour and Services are payable on collection of the Vehicle, as set out in clause 4.3.

4.2 Special-order and imported Goods

Deposits attributable to special-order, custom, made-to-order or imported Goods are non-refundable to the extent the Company has committed those funds to a supplier, reflecting the Company's irrevocable commitment to the supplier. This clause does not limit the Customer's rights under the Australian Consumer Law.

4.3 **Payment of balance**

The balance of all amounts owing, comprising all labour and Services (the materials and Goods having been paid in full on acceptance under clause 4.1), is payable in full before collection or delivery of the Vehicle. The Company is not obliged to release the Vehicle until all amounts owing are paid in full.

4.4 **Overdue amounts**

Overdue amounts may attract interest at the rate applicable to money orders under the *Civil Proceedings Act 2011* (Qld) and associated Practice Direction, calculated daily from the due date until payment. The Customer is liable for the Company's reasonable costs of recovery, including debt-collection and legal costs.

4.5 **No set-off**

The Customer must pay all amounts without set-off, deduction or counterclaim, except to the extent allowed by law.

5. **SCOPE OF WORKS AND VEHICLE MODIFICATION**

5.1 **Scope**

The Company will perform the Works described in the Quote with due care and skill. Any work outside the described scope is a variation under clause 6.

5.2 **Modification of American trucks**

The Customer acknowledges that the modification of American, left-hand drive and imported trucks may involve non-standard, imported or fabricated components, longer lead times, limited parts availability, and the adaptation of parts not originally designed for the Vehicle. The Company will use reasonable skill in selecting and adapting such components but does not warrant the future availability of imported or discontinued Goods.

5.3 **Manufacturer specifications and changes**

Vehicle manufacturers may alter specifications, wiring, tolerances and componentry without notice. The Company is not responsible for variations arising from such changes that are not reasonably ascertainable at the time of the Works.

5.4 **Effect of modifications**

The Customer acknowledges that modifications may affect the Vehicle's handling, performance, fuel consumption, emissions, factory warranty, compliance, roadworthiness, insurance and on-road legality. The Customer is responsible for satisfying itself as to these matters, subject to clause 10.

5.5 **Wheels, tyres and suspension**

The Customer acknowledges that fitting larger tyres, lift kits, or other wheel, tyre or suspension modifications may increase road noise, vibration, tyre or component rubbing, tyre and component wear, and fuel consumption, may cause speedometer and odometer variance, may affect wheel alignment, and may affect advanced driver assistance systems. To the maximum extent permitted by law, the Company is not responsible for any such effect, or for any damage caused by it, that is an ordinary consequence of the modification the Customer has requested. To the fullest extent available at law, the Customer accepts this allocation of risk and indemnifies the Company in respect of it, subject to the acknowledgement and indemnity in clause 15 and the Customer's non-excludable rights under the Australian Consumer Law.

5.6 **Advanced driver assistance and safety systems**

The Customer acknowledges that camera relocations, ride-height increases and other modifications may affect the Vehicle's safety and advanced driver assistance systems, including parking sensors, lane-keep assist, collision-

avoidance and autonomous braking systems, and tyre pressure monitoring systems. To the maximum extent permitted by law, the Company is not responsible for any such effect that is an ordinary consequence of the modification the Customer has requested. To the fullest extent available at law, the Customer accepts this allocation of risk and indemnifies the Company in respect of it, subject to the acknowledgement and indemnity in clause 15 and the Customer's non-excludable rights under the Australian Consumer Law.

5.7 Towing, GVM, payload and load limits

The Customer acknowledges that modifications do not automatically increase the Vehicle's payload, gross vehicle mass, gross combination mass, towing capacity or any legal load limit. Any such increase takes legal effect only where it is the subject of appropriate certification and approval. The Customer must not rely on any modification as increasing these limits unless it has been certified and approved.

6. VARIATIONS AND ADDITIONAL WORK

6.1 Variations

Additional faults, damage, wear, seized fasteners, corrosion or other conditions are frequently discovered only once the Works are underway. Where additional work is reasonably necessary, or the scope changes, the Company will seek to notify the Customer and obtain approval before proceeding with the additional work and associated charges.

6.2 Approval and urgent works

Where the Customer cannot be contacted after reasonable attempts, the Company may, but is not obliged to, either pause the Works, in which case clause 12 may apply, or, where reasonably necessary to make the Vehicle safe or to prevent further damage, carry out minor urgent works.

6.3 Abortive work

Where Goods must be removed to diagnose or complete the Works, or where the Customer varies or cancels the Works, the Customer remains liable for work reasonably performed and Goods reasonably ordered up to that time.

7. AUTO ELECTRICAL WORK

7.1 Nature of auto electrical work

The Customer acknowledges that auto electrical work, including wiring, rewiring, accessory installation, lighting, dual-battery systems, 12-volt systems, control modules and integration with vehicle electronics, carries inherent risks, particularly on imported or previously modified vehicles where existing wiring may be non-standard, undocumented, altered by others, or already faulty.

7.2 Pre-existing wiring and faults

The Company is not responsible for pre-existing wiring defects, prior modifications carried out by others, or latent faults in the Vehicle's electrical system that were not caused by the Company. Rectification of such pre-existing conditions is a variation under clause 6. To the fullest extent available at law, the Customer accepts this allocation of risk and indemnifies the Company in respect of it, subject to the acknowledgement and indemnity in clause 15 and the Customer's non-excludable rights under the Australian Consumer Law.

7.3 Interaction with vehicle electronics

Modern vehicle electrical systems are complex and interconnected. While the Company will exercise due care and skill, the Customer acknowledges that fault-finding may be iterative and that additional diagnostic time may be required.

7.4 Customer-supplied electrical components

Clause 9 applies to any Customer-supplied electrical Goods. The Company does not warrant the performance, safety or compatibility of electrical components it did not supply.

8. GOODS AND PARTS

8.1 Supply

Goods may be sourced from Australian or overseas manufacturers, distributors and suppliers, and some Goods may be shipped directly from suppliers. Lead times and delivery are estimates only and are not guaranteed.

8.2 Special-order, custom and imported Goods

Special-order, custom-built, made-to-order and imported Goods, and electrical items that have been installed or connected, are non-returnable and non-refundable except as required by the Australian Consumer Law.

8.3 Title and risk in Goods

Title in Goods does not pass to the Customer until all amounts owing are paid in full. Risk in Goods passes to the Customer on fitting to the Vehicle or on delivery to the Customer, whichever is earlier.

8.4 Manufacturer warranties

Goods may carry a manufacturer's or distributor's warranty. Such warranties are provided by, and administered subject to the assessment of, the relevant manufacturer or distributor. Costs of removal, refitting, diagnosis, freight, vehicle downtime or travel are not covered unless approved in writing by the warrantor or required by law.

9. CUSTOMER-SUPPLIED PARTS

9.1 Acceptance at discretion

The Company may, in its discretion, agree to fit Goods supplied by the Customer. Where the Company agrees to fit Customer-supplied Goods, the Company charges its labour for that fitting at a rate 20% higher than its standard hourly labour rate.

9.2 No warranty

The Company gives no warranty as to the quality, safety, fitness, compatibility or performance of Customer-supplied Goods, and, to the extent permitted by law, is not liable for failures, delays or damage arising from them.

9.3 Consequences of failure

Where Customer-supplied Goods are defective, incorrect or incompatible, any resulting additional diagnostic time, labour, rework or replacement Goods are chargeable to the Customer as a variation under clause 6.

10. COMPLIANCE, ENGINEERING, ROADWORTHINESS AND LEGALITY

10.1 Customer responsibility

The Customer is responsible for ensuring that any modification, accessory or Good fitted to the Vehicle complies with all applicable Commonwealth, State and Territory legislation, engineering requirements, modification approval and certification requirements, registration and roadworthiness standards, and the Customer's insurance requirements.

10.2 No representation of on-road legality

Certain Goods and modifications may be intended for off-road, recreational or competition use only. The Company makes no representation that any Good or modification is legal for on-road use in all jurisdictions.

10.3 **Certification**

Where a modification requires engineering certification or approval, obtaining that certification or approval is the Customer's responsibility unless the Company has expressly agreed in writing to arrange it. Where the Company arranges engineering certification or approval on the Customer's behalf (for example, in relation to a suspension upgrade, wheels or tyres), the Company does so only as an intermediary. The engineering assessment, certification and approval are performed by an independent, appropriately qualified third-party engineer, and the Company is not an engineer. The Company relies on that engineer to perform the certification correctly and, to the maximum extent permitted by law, is not liable for the engineer's work, opinions, assessments, certification or any error, omission or delay by the engineer. Any charge by the Company for arranging certification covers the Company's services in engaging and coordinating the engineer, whom the Company pays, and does not make the Company responsible for the engineering work itself.

11. **CONSUMER GUARANTEES AND WARRANTY ON WORKMANSHIP**

11.1 **Australian Consumer Law guarantees**

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law that cannot lawfully be excluded. Where the Company supplies services to a consumer, those services come with guarantees under the Australian Consumer Law, including that they will be rendered with due care and skill, be fit for any specified purpose, and be supplied within a reasonable time. These guarantees cannot be excluded, and this clause 11 does not limit them.

11.2 **Workmanship warranty**

The Australian Consumer Law does not prescribe a fixed workmanship-warranty period; the guarantee of due care and skill applies for a period that is reasonable having regard to the nature of the Works. In addition to the Customer's non-excludable rights under the Australian Consumer Law, the Company warrants its workmanship for a period of 12 months or 20,000 kilometres from completion of the Works, whichever occurs first. This voluntary workmanship warranty:

- (a) covers defects in the Company's workmanship only, and does not cover Goods (which are covered by clause 8.4), fair wear and tear, misuse, off-road or competition use, subsequent modification or work by others, or failure to maintain the Vehicle; and
- (b) is in addition to, and does not limit, the Customer's rights under the Australian Consumer Law.

11.3 **Back-to-base warranty repairs**

All warranty repairs are carried out on a back-to-base basis. Where the Customer wishes to make a claim under the voluntary workmanship warranty in clause 11.2, or otherwise seeks a remedy in respect of the Works, the Vehicle must first be returned to the Company's premises, at the Customer's cost, so that the Company can inspect the Vehicle and, where appropriate, carry out any repair. The Customer must not arrange for any other repairer or workshop to carry out warranty or rectification work without the Company's prior written agreement. To the maximum extent permitted by law, the Company is not liable for, and will not reimburse, any cost, charge or invoice for repair, rectification, diagnosis or other work carried out by any other repairer or workshop that the Company has not agreed to in writing in advance. Nothing in this clause limits any right or remedy the Customer has under the Australian Consumer Law that cannot lawfully be excluded.

11.4 Limitation where permitted

To the extent the Company is permitted by law to limit its liability for a failure to comply with a consumer guarantee, other than a guarantee that cannot be so limited, the Company's liability is limited, at the Company's election, to resupplying the Services or paying the cost of having the Services resupplied.

12. VEHICLE STORAGE, COLLECTION AND LIEN

12.1 Collection

The Customer must collect the Vehicle within 7 days of being notified that the Works are complete.

12.2 Storage charges

Vehicles not collected within that period may incur reasonable storage charges of \$88.00 including GST per day, of which the Customer will be notified.

12.3 Repairer's lien

The Company is entitled to retain possession of the Vehicle and any Goods until all amounts owing are paid in full, and to exercise a repairer's lien and any other rights available at law.

12.4 Uncollected vehicles

Where a Vehicle remains uncollected and amounts remain unpaid, the Company may, after giving written notice and complying with the *Storage Liens Act 1973* (Qld) and any other applicable law, sell the Vehicle or Goods to recover amounts owing, storage and costs.

12.5 Removed and old parts

Where the Customer wishes to keep any part removed from the Vehicle during the Works, the Customer must collect that part within 7 days of the Works being completed. Any removed or old part not collected within that period may be disposed of by the Company without further notice. Any additional cost reasonably incurred by the Company in disposing of removed or old parts will be forwarded to, and is payable by, the Customer.

13. RISK, CUSTODY AND INSURANCE

13.1 Care while in custody

The Company will take reasonable care of the Vehicle while it is in the Company's custody.

13.2 Customer's insurance

The Customer is responsible for maintaining its own comprehensive insurance over the Vehicle, which is and remains the primary insurance for the Vehicle at all times, including while the Vehicle is in the Company's custody. The Company maintains vehicles-in-care insurance limited to \$300,000 per Vehicle, which operates only as a backup to, and does not replace, the Customer's own comprehensive insurance. Any pre-registration work is carried out on the condition that the Vehicle already has current insurance cover in place. To the maximum extent permitted by law, loss of or damage to the Vehicle arising from test driving, storm or weather events, theft, fire, or other events outside the Company's reasonable control is a matter for the Customer's own insurance. The Company is not liable for loss of or damage to personal belongings left in the Vehicle.

13.3 Test driving

The Customer authorises the Company to road-test the Vehicle where reasonably necessary to carry out or verify the Works.

14. TIMEFRAMES AND DELAYS

14.1 Estimates only

Any completion timeframes are estimates only and are not guaranteed. The Customer should not book installation, travel, or make arrangements dependent on completion until the Works are complete and the Vehicle has been inspected.

14.2 No liability for delay

To the maximum extent permitted by law, the Company is not liable for delays caused by suppliers, manufacturers, freight carriers, customs, parts availability, weather, or other circumstances outside its reasonable control, nor for consequential losses arising from delay, including loss of income, vehicle downtime, travel or accommodation. To the fullest extent available at law, the Customer accepts this allocation of risk and indemnifies the Company in respect of it, subject to the acknowledgement and indemnity in clause 15 and the Customer's non-excludable rights under the Australian Consumer Law.

15. LIMITATION OF LIABILITY

15.1 Exclusion

To the maximum extent permitted by law, and subject to clause 11, the Company is not liable for any indirect or consequential loss, or for loss of profits or income, business interruption, vehicle downtime, labour or installation costs incurred elsewhere, or travel or accommodation expenses, arising out of or in connection with the Works, the Goods, or these Terms. To the fullest extent available at law, the Customer accepts this allocation of risk and indemnifies the Company in respect of it, subject to the Customer's non-excludable rights under the Australian Consumer Law.

15.2 Cap on liability

To the maximum extent permitted by law, and subject to clause 11, the Company's total liability arising out of or in connection with the Works or these Terms is limited to the amount paid by the Customer for the affected Services or Goods.

15.3 Customer's role

The Company is not liable for loss or damage to the extent caused by the Customer's incorrect information, incorrect Goods selection, Customer-supplied Goods, pre-existing defects, or use of the Vehicle contrary to advice or the intended use of a Good.

15.4 Acknowledgement and indemnity

Wherever these Terms provide that the Company is not liable, is not responsible, excludes or limits its liability, or makes no representation or warranty in respect of any matter, the Customer acknowledges and accepts that allocation of risk and, to the fullest extent available at law, releases and indemnifies the Company, and its directors, officers, employees and agents, against all claims, liabilities, loss, damage, costs and expenses arising out of or in connection with that matter. This acknowledgement and indemnity applies throughout these Terms and is in addition to, and does not limit, any other exclusion, limitation or indemnity in these Terms. Nothing in this clause, and nothing elsewhere in these Terms, excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law that cannot lawfully be excluded, and the Customer is not required to indemnify the Company in respect of loss or damage to the extent it is caused by the Company's own negligence, fraud or wilful misconduct.

16. CANCELLATION AND REFUNDS

16.1 Cancellation by the Customer

Where the Customer cancels the Works after acceptance, the Customer

remains liable for Services performed, Goods ordered or supplied, and non-recoverable supplier and freight costs, up to the date of cancellation, together with any applicable restocking or supplier fees.

16.2 Restocking

Where a return of non-faulty Goods is approved in the Company's discretion, the Goods must be unused, uninstalled, unmodified and in their original packaging, and a restocking fee of a minimum of 20%, together with any supplier restocking fee, may apply. Original freight is non-refundable.

16.3 Consumer rights preserved

This clause 16 does not exclude the Customer's rights under the Australian Consumer Law where Goods or Services fail to meet a consumer guarantee.

17. PRIVACY

17.1 The Company collects and handles personal information in accordance with its *Privacy Policy*, which is available at <https://www.nextleveltrucks.com.au/privacy-policy> and is incorporated into these Terms by reference. By accepting these Terms, the Customer acknowledges that it has read the Company's *Privacy Policy*.

18. MEDIA AND PROMOTIONAL USE

18.1 Photographs and videos of the Vehicle

The Company may photograph and video the Vehicle and the Works and may use that material for its promotional, marketing, social media and business purposes. Unless the Customer notifies the Company in writing, before the Works commence, that it does not give permission for all or any of those things, the Customer is taken to have given the Company permission to do them, and the Company may do them. The Company is not required to obscure or remove the Vehicle's number plates or other identifying information in that material. By accepting the Company's Quote, the Customer expressly agrees that any inclusion of number plates or other identifying data in such material is not an actionable breach of privacy or other right, and the Customer indemnifies the Company to the fullest extent available at law in respect of it. Nothing in this clause excludes, restricts or modifies any right or remedy the Customer has under the Australian Consumer Law that cannot lawfully be excluded.

18.2 Concerns and public comment

If the Customer has any concern or complaint about the Works or the Goods, the Customer agrees to raise it with the Company first and to give the Company a reasonable opportunity to address it before publishing any public statement about it. Nothing in this clause prevents the Customer from making a genuine review or from exercising any right the Customer has under the Australian Consumer Law or other law.

19. GENERAL

19.1 Governing law

These Terms are governed by the laws of Queensland, and the parties submit to the exclusive jurisdiction of the courts of Queensland and any courts entitled to hear appeals from those courts.

19.2 Dispute resolution

Before commencing proceedings, other than for urgent interlocutory relief or to recover a debt, a party must first notify the other in writing of the dispute and allow a period of 30 days or otherwise a reasonable period to resolve it in good faith.

19.3 **Severability**

If any provision of these Terms is invalid or unenforceable, it is severed to the extent necessary and the remaining provisions continue in force.

19.4 **Waiver**

A failure or delay by the Company to exercise a right is not a waiver of that right.

19.5 **Entire agreement**

The Quote and these Terms, together with the Privacy Policy, constitute the entire agreement between the parties in relation to the Works and supersede all prior representations.

19.6 **Variation of Terms**

The Company may amend these Terms from time to time. The Terms applying to a given contract are those appended to, or referred to in, the relevant Quote at the time of acceptance.

20. **CONTACT**

- 20.1 For all matters relating to these Terms, the Quote or the Works, the Customer may contact:

Dollar Club Pty Ltd trading as Next Level Trucks

Unit 3, 50-56 Centenary Place, Logan Village QLD 4207

Email: joel@nextleveltrucks.com.au

Phone: 0484 945 845

EFFECTIVE DATE: 14 July 2026