



AGREEMENT NO:

## SERVICE AGREEMENT

This AGREEMENT is made between VOLVO GROUP AUSTRALIA (ABN 27000 761 259) of 20 Westgate Street Wacol, QLD ("MACK TRUCKS AUSTRALIA") and the party named as the customer ("The Customer") in the Schedule.

### RECITALS:

- A. The Customer wishes to have certain maintenance performed on its Vehicle(s).
  - B. MACK TRUCKS AUSTRALIA provides maintenance services for such vehicles.
  - C. The Customer engages MACK TRUCKS AUSTRALIA to provide and MACK TRUCKS AUSTRALIA agrees to provide maintenance services to its Vehicle(s) in consideration of timely payments by the Customer as specified in the Terms and Conditions in this Agreement.
1. For the period set out in the Schedule, MACK TRUCKS AUSTRALIA will provide maintenance services set out in the Optimised Service Plan referred to in the Schedule and handed to the customer at time of this agreement and updated from time to time.
  2. The Customer shall during the Agreement pay to MACK TRUCKS AUSTRALIA all payments specified in the Schedule on the due dates for payments specified in the Schedule, including but not limited to:
    - 1 Monthly Payment;
    - 2 Excess Usage; and
    - 3 Annual CPI Adjustment
  3. The Customer shall pay to MACK TRUCKS AUSTRALIA interest on any overdue payment or other sum due to MACK TRUCKS AUSTRALIA under this Agreement that remains outstanding for seven (7) days from the due date at the rate of 2% per month from the due date until the date of payment and such interest shall run both before and after any judgement.
  4. The obligations of MACK TRUCKS AUSTRALIA set out in the Agreement Coverage and Optimised Service Plan shall not include any liability to pay for or perform or procure the performance of any work on or any repair or maintenance of the Vehicle involving:-
    - 1 wheel alignment, tyres or the replacement thereof;
    - 2 towing of Vehicle or trailer;
    - 3 the turntable, paintwork, chrome, trim, emblems, grills, bodywork (including fibre glass), cleaning any contaminants from radiator or intercooler, upholstery and trim including floor etc, cab structure, leaf springs, frame (including chassis rails and cross members), windscreen (including seals), glass and except as specified in the schedule, superstructures or accessories added to the Vehicle including without prejudice to the generality of the foregoing the ration, PTO, extra lights, night heater, hydraulic equipment and any other equipment not fitted as standard to the Vehicle or specified in the Schedule, jump starting, after hours servicing, on site servicing, pick up and delivery of vehicle for service or repair, mud flaps, accident damage, road and stone damage and freight on spare parts;
    - 4 washing of the Vehicle save a biannual steam clean one of which will coincide with the annual RTA test preparation if included in the schedule;
    - 5 delivery to or collection from the point of service or salvage;
    - 6 the supply of fuel and oil between schedule services specified in the Preventive Maintenance Schedule the provision of oils for topping up and the introduction

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- of anti-freeze or the application of rust inhibiting agents;
- 7 any work caused in whole or in part by the negligence or incompetence of the Customer, his employees servants or any third party in driving, handling, working, servicing, repairing or otherwise dealing with the Vehicle or by failure to comply with the recommended procedure laid down in the Operator's Manual or by an improper or unlawful use of the Vehicle or any other failure, negligence or incompetence by any party other than MACK TRUCKS AUSTRALIA;
  - 8 any work caused in whole or in part by operating conditions outside those as stated in the Vehicle Specification and Application Schedule, shock loading conditions or adverse driving conditions;
  - 9 any work made necessary by an accident or wilful damage to or theft of the Vehicle;
  - 10 any work which the Customer is entitled to have carried out at the cost of any other party;
  - 11 the fitment service or repair of any parts or equipment necessary pursuant to Government legislation enacted after the date hereof;
  - 12 any work to the Vehicle arising from failure or malfunction or any component or equipment, which is not the subject of this Agreement;
5. MACK TRUCKS AUSTRALIA will not be responsible for any claims for loss of use of the Vehicle or any costs of hiring replacement vehicles.
6. The Customer shall:-
- 1 keep and use the Vehicle in a proper and prudent manner and ensure that only duly qualified competent employees are allowed to drive the Vehicle;
  - 2 cause the Vehicle to be used only for the specified use referred to in the Vehicle Specification and Application Schedule;
  - 3 inform MACK TRUCKS AUSTRALIA of any fault or breakdown of the tachograph/hour meter in the Vehicle and shall record the usage of the Vehicle at any time during which the tachograph/hour meter is not functioning correctly;
  - 4 present the vehicle to ensure that all servicing, repair and maintenance work is carried out at the MACK TRUCKS AUSTRALIA authorised Dealer workshop or service location;
  - 5 ensure that the Vehicle is maintained in accordance with the maintenance instructions provided through the Warranty and Service Booklet or Operators Manual issued by the manufacturer;
  - 6 ensure that no components of the Vehicle are removed or exchanged except when defective and in the course of normal service repair or replacement;
  - 7 ensure that regular checks (as per the Manufacturer's' Warranty and Service Handbook) are made of all oils, water and electrolyte levels and such levels are correctly maintained;
  - 8 upon the expiration or termination of this Agreement (howsoever occasioned) deliver up the Vehicle to MACK TRUCKS AUSTRALIA at the workshop of an MACK TRUCKS AUSTRALIA authorised dealer or service location in order that MACK TRUCKS AUSTRALIA may ascertain the usage travelled by the Vehicle as aforesaid MACK TRUCKS AUSTRALIA shall be entitled in its absolute discretion to estimate the usage travelled by the Vehicle and to determine any excess usage charge accordingly.
7. MACK TRUCKS AUSTRALIA may without any prior notice terminate this Agreement or suspend performance by MACK TRUCKS AUSTRALIA under this Agreement if:-
- 1 the Customer shall default in the punctual payment of any amount falling due under paragraph 2.
  - 2 the Customer shall fail to perform or observe any of the terms and conditions<sub>2</sub>



contained or referred to in this Agreement or shall commit any breach hereof whether express or implied; or

- 3 the Customer shall be deemed to have committed an act of Insolvency, no matter how so defined.
8. Without prejudice to any of the other rights or entitlements or powers under this Agreement, MACK TRUCKS AUSTRALIA may at any time for its sole convenience terminate this Agreement by providing to the Customer written notice of termination.

For the avoidance of doubt, MACK TRUCKS AUSTRALIA shall in no way be liable to the Customer for any loss or expense sustained by it as a result of termination.

9. The Customer shall not assign or attempt to assign the benefit of this Agreement and shall not without the prior written consent of MACK TRUCKS AUSTRALIA sell, let or hire or otherwise dispose of or part with possession or control of the vehicle.
10. Save for liability either for death or personal injury arising from MACK TRUCKS AUSTRALIA's own negligence or as a consequence of MACK TRUCKS AUSTRALIA carrying out the repairs and maintenance to be provided pursuant to this Agreement in a negligent manner (which if proved is not excluded) MACK TRUCKS AUSTRALIA's obligations pursuant to this Agreement shall constitute the full extent of MACK TRUCKS AUSTRALIA's liability and MACK TRUCKS AUSTRALIA shall not be responsible for any loss or damage arising in connection with the Vehicle or its use whether caused by any breach of any contract or by any misrepresentation or by the negligence of MACK TRUCKS AUSTRALIA or its officers, employees or agents or arising from any other cause whatsoever and MACK TRUCKS AUSTRALIA shall not be liable for any consequential economic direct or indirect loss expenses or damages of any kind whatsoever.
11. Without prejudice to any other right or remedy of MACK TRUCKS AUSTRALIA, MACK TRUCKS AUSTRALIA will have in respect of any sums due to MACK TRUCKS AUSTRALIA under this Agreement a lien on the Vehicle while in possession of MACK TRUCKS AUSTRALIA or any MACK TRUCKS AUSTRALIA authorised dealer or service location and shall be entitled to retain possession of the Vehicle until all sums due but unpaid have been paid.
12. No MACK TRUCKS AUSTRALIA authorised dealer, service location or other person required or instructed by MACK TRUCKS AUSTRALIA to repair and maintain the Vehicle under this Agreement is or will be deemed to be the agent of MACK TRUCKS AUSTRALIA for any purpose and MACK TRUCKS AUSTRALIA will not be liable for any condition, warranty or representation given or made by any such dealer or person.
13. Where two or more persons are named as Customer in the Schedule their liability under this Agreement shall be joint and several.
14. This Agreement shall be construed and interpreted in all respects in accordance with the laws of New South Wales and the parties hereto submit to the exclusive jurisdiction of the New South Wales courts.
15. Any vehicles included in this Agreement will terminate at the maximum mileage or age as indicated in the schedule, whichever occurs first.
16. MACK TRUCKS AUSTRALIA reserves the right to alter the monthly premium amount, should the service interval be required to be altered based on the results of oil sampling or the amount of fuel burnt.

#### Ultimate Uptime

The Ultimate Uptime is included if specifically mentioned in the Schedule ("Extra Equipment Covered"): Mack Trucks Australia's commitments in respect of the Ultimate Uptime apply only if all of the following conditions are fulfilled for the Vehicle(s):

1. The Home Dealer and the Customer have agreed in writing a preventive maintenance and repair plan in accordance with the Mack Trucks Australia Optimum Service Planning schedule and based on the Conditions of Use of the vehicle(s) with a Gross Combination Weight no higher than 90.0 tonne as

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mentioned in Schedule and the expected Customer truck availability.

2. The Vehicle is the subject of a breakdown which is such that the Vehicle cannot be driven from the scene of the breakdown, or that the Vehicle will present a road safety hazard if driven, or that the Vehicle does not comply with local legal traffic safety regulations if driven. In this case, the breakdown has been reported to Mack Trucks Australia Action Service.
3. A VAS breakdown case is a mandatory requirement to benefit from the advantages of Ultimate Uptime.
4. The towing has to be authorized and organized by VAS. If the vehicle is towed on orders from the police or due to local legislations, no agreement of VAS is needed; however, the customer must report the towing to VAS immediately.
5. Recovery from the place of the breakdown to the nearest MACK TRUCKS AUSTRALIA Authorised Repairing Dealer will not be covered by Ultimate Uptime unless Towing of the Prime Mover is recorded in the Schedule ("Extra Equipment Covered")
6. The Ultimate Uptime Compensation or replacement Vehicle will be valid 8 hours after the time the work order was opened or in the case of a breakdown from 8 hours from the time the breakdown was reported to Mack Trucks Australia Action Service, as the case may be, until the Vehicle is deemed repaired by the dealer.
7. Mack Trucks Australia shall have the option to offer the Customer a suitable replacement vehicle for a limited period of time, which the Customer shall be obliged to accept instead of the Ultimate Uptime compensation.
8. If the Customer is offered Ultimate Uptime Compensation, the sum is \$375 for the first 8-24 hours and \$500 for each successive 24 hour period up to a maximum of 7 days or \$3500 for each breakdown however not exceeding 40 days in total for the Vehicle for each calendar year. The compensation will start 8 hours in the case of a breakdown was reported.
9. To receive the Ultimate Uptime compensation, the Customer must send an invoice to the Home Dealer as soon as possible but no later than 60 days following the completion of the repair.
10. The benefits are excluded if the breakdown or repair is caused by:
  - a. Superstructures, non-Mack Trucks Australia accessories or equipment fitted to the Vehicle such as refrigeration units, tail lifts, hydraulic pump. Any other ancillary equipment assembled/installed by someone else other than Mack Trucks Australia are also excluded,
  - b. The failure of bulb, fuses and other repairs covered in the driver manual,
  - c. The use of parts other than Genuine Mack Trucks Australia Parts.
  - d. Service and repairs carried out within the agreed maintenance and repair schedule are not covered by the Ultimate Uptime.

#### Telematics

**Data protection and processing:** In the course of providing the Services, MACK TRUCKS AUSTRALIA will process personal data on behalf of the Customer. The Customer is the "data controller" (in the meaning of the EU Data Protection Directive 95/46/EC) with regard to such processing and MACK TRUCKS AUSTRALIA will act as the Customer's "data processor" and may also use sub-processors for such processing, including Mack Trucks Australia Information Technology AB.

MACK TRUCKS AUSTRALIA will also process and use some data (both personal data and other data) from Mack Trucks Australia Trucks and the Services for its own purposes. To the extent, such processing involves personal data, MACK TRUCKS AUSTRALIA is the data controller with regard to the processing. MACK TRUCKS AUSTRALIA may also use data processors for such processing, including Mack Trucks Australia Information Technology AB.

The Customer shall collect consents for such processing from each driver making use of the Services if no other legal permission applies. Customer shall keep such consents and, on MACK TRUCKS

AUSTRALIA's request, promptly provide the consents to MACK TRUCKS AUSTRALIA.

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If a driver has not provided consent or revokes its consent, the Customer is not entitled to let the driver make use of the Services and MACK TRUCKS AUSTRALIA shall further not be obliged to provide the Services to the Customer.

**Consent:** Customer hereby consents that MACK TRUCKS AUSTRALIA may process and use any data collected during this Ultimate Service Agreement, including for the avoidance of doubt personal data related to Customer such as company name, address, telephone, fax and email. Customer further consents that MACK TRUCKS AUSTRALIA may process and use data from the Mack Trucks Australia Trucks and Services, e.g. vehicle related data such as performance information of vehicle components, on load, engine revs, driving distances, and driving patterns, for MACK TRUCKS AUSTRALIA's own purposes, in particular product research and development, accident research investigations, warranty and contract compliance surveillance, and proactive maintenance. MACK TRUCKS AUSTRALIA may use such data in order for MACK TRUCKS AUSTRALIA to provide, service, support, enhance and maintain the Services and develop new services. MACK TRUCKS AUSTRALIA may, in its sole discretion without approval, transfer and assign any non-personal vehicle related data generated from the Mack Trucks Australia Trucks and the Services to third parties. Customer consents to that MACK TRUCKS AUSTRALIA may obtain such data remotely through the Telematic System over the wireless network and/or at workshops and dealers through the diagnostic software Tech Tool or similar software application. Customer further consents that MACK TRUCKS AUSTRALIA may use such personal data for marketing of MACK TRUCKS AUSTRALIA products (Mack Trucks Australia Trucks and Services).



<b>SCHEDULE</b>			
<b>THE CUSTOMER</b>		<b>Agreement Number</b>	
Customer Name			
A.B.N.			
Address			
Contact Number:			
<b>VEHICLE DESCRIPTION</b>			
Model		Axle Arrangement	
Gearbox		Rear Axle	
Engine Model		Chassis No	
Plated GCW		Freight Type	
Extra Equipment Covered			
Service Interval (Note 1)		Date Entered Service	
Calculated Fuel Burn	0.0 Kilometres Per Litre		
Owner/Company Driver	Company	Engine Oil Type	VDS-4
Topography	Predominately Flat		
Road Conditions	Rough		
Transport Application			
Vehicle Supplied By	Mack Trucks Australia Pty Ltd		
Service Location	Mack Trucks Australia Pty Ltd - Australia Wide Authorised Dealer Network		
<b>EXTENT OF SERVICES PROVIDED (Refer Annexure A for full extent of coverage)</b>			
Ultimate Mack Trucks Australia Service Agreement			
<b>PERIOD OF COVER</b>			
Duration in Months		Allowed Usage Per Annum	
Start Kilometres	0	Maximum Kilometres	
Cover Begins	As per warranty start date	Cover Expires	months from warranty start date
<b>PAYMENT PLAN Amount shown Excluding GST</b>			
Monthly Payment		Initial monthly payment payable on date Cover Begins. There after Payable by the 14 <sup>th</sup> day of each succeeding month	
<b>EXCESS USAGE:</b> To be charge Annually at \$0.0000 per kilometre (Note 2)			
<b>ANNUAL ADJUSTMENT:</b> By Consumer Price Index (Note 3)			
<b>RISK SHARE:</b> No Customer Risk Share			
Acknowledgment: I acknowledge that Mack Trucks Australia Pty Limited has entered into this Service Agreement based on the information that I have supplied and detailed above. Should the application/use of the vehicle change to a material extent, Mack Trucks Australia Pty Limited will have the right to vary or cancel this agreement.			
<b>SIGNATURE OF PARTIES FOR AND ON BEHALF OF</b>			
_____ Signature of Authorised Officer		_____ Signature of Witness	_____ Date of Signing
_____ Position of Authorised Officer		_____ Name of Authorised Officer	_____ Date of Signing
<b>FOR AND ON BEHALF OF MACK TRUCKS AUSTRALIA PTY LTD</b>			
_____ Signature		_____ Title	_____ Date of Acceptance





This is Annexure "A" referred to in the Service Agreement between Mack Trucks Australia Pty Ltd ABN 27000 761 259) and the person named in the Schedule.

**AGREEMENT NO:**

## Agreement Coverage

### Ultimate Service Agreement:

#### Inclusions:

The following services are included within the Ultimate Service Agreement:

- a. servicing of the Vehicle in accordance with the Operator's Manual issued by the manufacturer ("the Operator's Manual") and at the intervals specified in the Schedule;
- b. preventive maintenance inspections in accordance with the Operator's Manual;
- c. Injectors and Valve Adjustments as per Mack Trucks Australia Optimised Service Plan (MOSP) Schedule;
- d. top up of engine oil (up to 5 litres) between basic services if required;
- e. Bulbs, fuses and wiper blades at service interval if required;
- f. 24 hour breakdown assistance;
- g. such repairs as are required in order to return the Vehicle to roadworthy condition excluding accident damage;
- h. repairs as a result of wear and tear in normal, careful use of the following engine components; cylinder head, valve cover, cylinder block, flywheel housing, cylinder liner and seals, pistons, valve mechanism, timing mechanism, camshaft, crank mechanism, connecting rods and bearings, oil pump, oil cooler, fuel pump, injection pump, inlet and exhaust manifolds, exhaust brake, turbocharger, radiator, coolant pump, fan, intercooler, engine ECU, electric air pre-heater, turbo compound and unit injectors;
- i. repairs as a result of wear and tear in normal, careful use of the following transmission components; gearbox housing, clutch housing, gearbox ECU, gears, bearings and shafts, selector fork, synchronising parts, oil pump, oil cooler and clutch pressure plate;
- j. repairs as a result of wear and tear in normal, careful use of the following drive unit components; propeller shaft, differential housing, driving gear, differential gear, differential lock, rear and front axle casing, drive shaft, and hub reduction;
- k. repairs as a result of wear and tear in normal, careful use of the following cab chassis components: starter motor, alternator, compressor, retarder, Mack Trucks Australia Engine brake and injectors;
- l. repairs to the cab interior as a result of wear and tear in normal, careful use; and
- m. repair to and replacement of batteries supplied by Mack Trucks Australia.
- n. Includes Dynafleet "Fuel, Environment & Mapping" subscription for term of agreement

All required parts and materials are included for the above.

**Important:** This list of Included Services is made for illustration purposes only and is not exhaustive. Accordingly, MACK TRUCKS AUSTRALIA reserves the right to determine other services which may be included in its sole judgement, and also to add other Included Services to its list at any time under this Ultimate Service Agreement.





**24hr breakdown assistance to cover the following:**

In case a breakdown is such that the Vehicle cannot be driven from the scene of the breakdown, or that the Vehicle presents a road safety hazard when being driven, and the following applies:

- the cause of the breakdown is covered by the Services specified above; or
- the Vehicle is used in accordance with the Ultimate Service Agreement.; then

the following costs will be covered

- a. Call out cost for service van;
- b. Transport of mechanic;
- c. Assistance on the spot. (attendance at the breakdown in the event that the Vehicle cannot be physically moved, and);
- d. The repair;
- e. Overtime when/if required in addition to the repair.
- f. If listed in the Additional Coverage above. Vehicle recovery/towing to the nearest MACK TRUCKS AUSTRALIA Pty Ltd authorised Dealer (after approval from MACK TRUCKS AUSTRALIA Pty Ltd authorised personnel) should roadside repair not be possible (Prime Mover only).

Excluded are customer's travelling expenses, lodging, phone calls, meals, express deliveries (e.g. VOR). The cost of transporting the Vehicle to the nearest authorised workshop should roadside repairs be impossible.



<b>DIRECT DEBIT REQUEST FORM</b>										
I / We,										
Company name										
Surname										
Given Name (s)										
Address										
Request Mack Trucks Australia Pty Ltd (ABN 27000 761 259) to debit funds from my/our bank account conducted with:										
<b>ACCOUNT TO BE DEBITED</b>										
Name of Financial Institution										
Address of Financial Institution										
Name of Account to be debited										
BSB Number						-				
Account Number										
Payment Details										
I / We acknowledge that this Direct Debit arrangement is governed by the terms and conditions of the Direct Debit Request Service Agreement received from Mack Trucks Australia Pty Ltd										
Contact Name										
Contact Phone Number										
Signature of Financial Institution Account Holder							Date			
Signature of Financial Institution Account Holder							Date			



Note 1: The above service interval has been calculated using a predicted fuel consumption. As correct servicing is the key to ensuring you receive the most uptime from your vehicle MACK TRUCKS AUSTRALIA will review the fuel burnt figure at 6 months and throughout the life of the agreement via a data download. This optimisation of service intervals may require an adjustment of the premium.

Note 2: The payments specified in the Schedule are based upon the allowed usage per year specified in the Schedule ("Allowed Usage") and if during the course of any year the usage travelled by the Vehicle exceeds the Allowed Usage divided by the number of months of that year which have elapsed then the Customer shall pay to MACK TRUCKS AUSTRALIA on demand the Excess Usage charge specified in the Schedule in respect of that excess usage and on the termination of this Agreement for whatever reason the Customer shall forthwith pay to MACK TRUCKS AUSTRALIA the difference, if any, between (a) the aggregate of the payment due to MACK TRUCKS AUSTRALIA pursuant to sub-paragraph 2.1 and this sub-paragraph and (b) the total of all payments made by the Customer. There will be no rebate of charges where the usage travelled by the Vehicle does not meet the Allowed Usage.

Note 3: The amount of any increase in the operating costs of MACK TRUCKS AUSTRALIA shall be reflected in the amount of the payments payable to MACK TRUCKS AUSTRALIA by the Customer other than payments due pursuant to sub-paragraph 2.2 hereof. The increase in the amount of the said payments by the Customer shall be based on the movements of the Transportation Sector Motor Vehicle Repair CPI and Transportation Sector Servicing and Motor Vehicle Parts and Accessories CPI as published by the Australian Bureau of Statistics. The calculation of the movement is calculated using both these CPI's using the ratio of Labour and Parts split within the MACK TRUCKS AUSTRALIA Service Agreement portfolio.

For example; ratio of labour to parts is 40:60 and the Transportation Sector Motor Vehicle Repair Index was 151.3 and the Transportation Sector Motor Vehicle Parts and Accessories Index was 121.6, then the calculation would be as follows:-  
Labour (151.3 x 0.4) + Parts (121.6 x 0.6) = 133.48. The movement will then be calculated against that same calculation for previous year.

CPI calculation will apply every calendar year. The increase (if any) shall be effected immediately following written notice by MACK TRUCKS AUSTRALIA to the customer pursuant to sub-paragraph's 2.1 and 2.2 hereof.