



1. Acceptance of Terms

By accepting a quotation, issuing a purchase order, instructing BK Heavy Diesel Services Pty Ltd ("BK") to commence work, or engaging BK's services, the Client acknowledges and agrees to these Terms and Conditions.

2. Services

BK provides mechanical repairs, servicing, diagnostics, auto electrical services, fabrication and welding services, maintenance, inspections and related heavy vehicle and equipment services.

Services may be performed at the Client's premises, roadside locations or at BK's workshop.

3. Quotations and Estimates

All quotations are valid for 30 days unless otherwise stated.

Quotations are based on the information available at the time of quoting. Additional faults, repairs, labour, parts or services identified during the course of the work may result in additional charges.

Where an estimate is provided, actual costs may vary depending on the condition of the vehicle or equipment and the work required.

4. Labour Rates and Charges

Labour will be charged at BK's current applicable rates unless otherwise agreed in writing.

Additional charges may apply for:

- Parts and consumables
- Specialist equipment hire
- Diagnostic equipment and software
- Travel and accommodation where required
- After-hours, weekend or public holiday work
- Disposal of waste products

5. Call Out Fee

A call-out fee applies to breakdown and mobile service work. The applicable call-out fee will be charged in addition to labour and parts unless otherwise agreed.

6. Personnel

BK may allocate qualified technicians, apprentices, auto electricians, fabricators, subcontractors or other suitably qualified personnel to perform the work.

The Client acknowledges that apprentices may attend jobs for training purposes under appropriate supervision where required.

7. Customer-Supplied Parts

BK accepts no responsibility or warranty for customer-supplied parts.

Any labour associated with diagnosing, removing or replacing defective customer-supplied parts remains payable by the Client.

8. Payment Terms

Unless otherwise agreed in writing, payment is due within 7 days of the invoice date.

BK reserves the right to require deposits, progress payments or full payment prior to release of equipment, vehicles or parts.

9. Overdue Accounts

Overdue accounts may incur:

- A late administration fee of \$50.00
- Interest at 5% per annum on outstanding balances
- Recovery costs, legal fees, debt collection fees and other expenses incurred in recovering overdue amounts

10. Retention of Title

All parts, materials and goods supplied by BK remain the property of BK until all monies owing have been paid in full.

BK reserves the right to recover any unpaid goods where payment remains outstanding.

11. Cancellations

Scheduled work cancelled with less than 48 hours' notice may incur cancellation charges, including labour, travel and materials already committed to the job.

12. Warranty

BK warrants its workmanship for a period of 30 days from completion of the work.

This warranty does not apply to:

- Normal wear and tear
- Misuse, abuse or neglect
- Failure of unrelated components
- Customer-supplied parts
- Damage caused by continued operation after a fault is identified

Manufacturer warranties apply to parts supplied by BK where applicable.

13. Limitation of Liability

To the maximum extent permitted by law, BK's liability is limited to the repair or rectification of defective workmanship.

BK is not liable for indirect, consequential or economic loss, including loss of income, downtime, freight delays or loss of business.

14. Force Majeure

BK shall not be liable for delays or failure to perform services due to events beyond its reasonable control, including weather events, supplier delays, transport disruptions, industrial action or equipment failure.

15. Governing Law

These Terms and Conditions are governed by the laws of Western Australia.

16. Amendments

BK may update these Terms and Conditions from time to time. The version current at the time services are engaged will apply.