

Terms & Conditions

1. In these terms and conditions: "Agent" shall mean Fleetland Logistics Pty Ltd ABN 14 168 428 895 and shall include their servants, agents, employees and sub-contractors. "Charges" means the charge and/or charges for the carriage and/or storage of the Goods which are specified on the Account Application. "Consignor" shall mean the person with whom the Agent contracts to deliver and/or store the Goods the subject matter of this Contract. "Consignee" shall mean the person to whom the Goods the subject matter of this Contract are to be delivered. "Goods" means the goods accepted from the Consignor together with any container, packaging or packets supplied by or on behalf of the Consignor.
2. The Agent is not a common agent and will accept no liability as such. All Goods are carried and/or stored by the Agent subject only to these conditions and the Agent reserves the right in its absolute discretion to refuse to carry and/or store any Goods.
3. The Consignor authorises the Agent to sub-contract the whole or any part of the carriage, and/or storage of Goods on the same terms and conditions of this Contract.
4. The Consignor must pay the Agent all Charges invoiced within the period specified on the Agent's invoice. The Agent's Charges shall be deemed fully earned as soon as the Goods are loaded and dispatched and shall be payable and non-refundable in any event. If the Consignor fails to pay the Agent the Charges, as and when they are due and payable, all earned Charges, regardless of the due date including interest on all earned Charges at the rate of 3% higher than the interest rate quoted by the Commonwealth Bank of Australia as its Base Rate, calculated daily from the date the earned Charges were first due and payable until the payment for earned Charges is recovered by the Agent, immediately become due and payable.
5. Any list of charges or indications as to amount to be charged given by The Agent to The Consignor are estimates only and the charge to the Consignor shall be determined by The Agent prior to the performance of the contract of carriage and/or storage. The Agent may increase its charge where The Agent's cost of carriage and/or storage increases for any reason. All charges payable to The Agent are exclusive of all taxes including Goods and Services Tax which will be to your account and are additional to freight and/or storage charges.
6. The Consignor is and remains responsible to the Agent for all proper Charges incurred for any reason, including but not limited to Charges for delays in loading or unloading of Goods, being a delay occurring other than from the default of the Agent. Such delay period shall commence upon the Agent reporting for loading or unloading. Labour to load or unload the vehicle is the responsibility and expense of the Consignor.
7. If any of the Goods are subject to the control of the Customs, all customs duty, excise duty and costs shall be paid by the Consignor.
8. If any person fails within 14 days of a written demand, to pay Charges due to the Agent under this Contract the Agent may detain and at its option without notice, sell all or any of the Goods of that person which are in its possession on such terms as it thinks fit and apply the proceeds towards the discharge of the overdue Charges and the cost of the detention and sale, without being liable to any person for any loss or damage caused from that sale and the Agent shall pay the surplus of the proceeds, if any, and return any unsold Goods to the Consignor.
9. (a) The Agent is authorised to deliver the Goods at the address nominated by the Consignor ("Delivery Address") and without prejudice to the foregoing, it is expressly agreed that the Agent shall be deemed to have delivered the Goods in accordance with this Contract if the Agent obtains from any person at the Delivery Address, a receipt or signed delivery docket for the delivered Goods.
- (b) If the Consignee of the Goods is not in attendance at the Delivery Address during normal trading hours or at the time specified for delivery, or if the Agent arrives to effect delivery at the Delivery Address and is delayed in effecting prompt delivery for any reason whatsoever outside the Agent's control, the Agent reserves the right to make an additional charge for every attempt at delivery or for the amount of time of any delay until delivery is effected and the Consignor shall pay or indemnify the Agent in respect of all such Charges.
- (c) If the Delivery Address is unattended or if delivery cannot otherwise be effected to any person at the Delivery Address, the Agent may at its option deposit the Goods at that place (which shall be deemed to be delivery in accordance with this Contract) or store the Goods and if stored by the Agent, the Consignor shall pay or indemnify the Agent for all costs and expenses incurred in or about such storage. In the event that the Goods are stored by the Agent, the Agent shall be at liberty to re-deliver them to the Consignor from the place of storage at the Consignor's expense.
10. The Consignor hereby authorises the Agent to take the route or manner of carriage to the Delivery Address that the Agent determines in its absolute discretion, to be the most appropriate for the Agent to fulfil its obligations under this Contract, including but not limited to any deviation from the usual route or manner of carriage of the Goods which the Agent may in its absolute discretion deem to be desirable or necessary in the circumstances. The Consignor agrees to pay or indemnify the Agent for all charges and expenses incurred in the delivery of the Goods, including but not limited to any road or bridge tolls or taxes.
11. For the purposes of assessing credit worthiness for the collection of payments from the Consignor, the Consignor hereby irrevocably authorises the Agent, its servants and agents to make such enquiries as it in its absolute discretion deems necessary, including, but not limited to making enquiries by obtaining reports (as may be allowed by law) from persons nominated by the consignor as trade referees, the Consignor's creditors, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ("Information Sources"). The Consignor agrees and consents to: (a) the Information Sources providing to the Agent such information as is requested by the Agent and permitted to be given by law for the aforesaid purposes; and (b) the Agent disclosing the contents of any credit report or personal information to a credit reporting agency for the purposes of the credit agency creating or adding to any credit information file in relation to the Consignor.
12. The Consignor shall not tender for carriage and/or storage any dangerous, inflammable, explosive, volatile or offensive Goods or Goods which are or may become liable to damage any property whatsoever, without presenting a full description disclosing the nature of the Goods and if in the opinion of the Agent the Goods are or are liable to become of a dangerous, inflammable, explosive, volatile or offensive in nature the Agent may at any time destroy, dispose of, abandon or render harmless the Goods without compensation to the Consignor and without prejudice to the Agent's rights to any Charges.
- 13.1 The Consignor expressly warrants that:
 - (a) it is either the owner or the authorised agent of the owner of the Goods;
 - (b) by entering into this Contract it accepts the terms and conditions of Contract for the Consignee as well as for all other persons on whose behalf the Consignor is acting;
 - (c) it has complied with any requirement of any applicable law or regulation relating to the nature, packaging, labelling or cartage of the Goods having regard to their nature and that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage and/or storage; and
 - (d) it shall pay all costs and expenses incurred by the Agent in complying with the provisions of any such law or with any order or requirement or with the requirement of any harbour, dock, railway, shipping, customs or excise.
- 13.2 The Consignor undertakes to indemnify and keep indemnified the Agent from and against all loss and damage (including all costs and expenses whatsoever) of any nature occurring in consequence or part consequence of the Consignor's breach of any or all of the warranties in this Contract.
- 14.1 The Goods are at the risk of the Consignor and the Agent shall not be under any liability whatsoever for any loss or damage to or miss-delivery, delay in delivery, concealed damage, deterioration, contamination, evaporation, non-delivery of Goods in transit or in storage or otherwise in its care, custody or control, or any consequential loss or damage arising there from howsoever caused, notwithstanding that the loss or damage is the result of a wilful, reckless or negligent act or omission of the Agent.
- 14.2 In the event of the Contract including any handling, installation, removal, assembly or erection of any kind whatsoever, the Agent is not liable for any loss, damage or injury to any person, property or thing of any kind whatsoever, including any consequential or indirect loss or damage however arising caused or incurred during any part of the handling, installation, removal, assembly or erection.

Please be noted that anything change should give 48 hours priority to us, our business hour is from 9:00 to 17:00 Monday to Friday. Saturday, Sunday and other legal public holidays is not included in this notifying period.

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14.3 The Consignor undertakes to indemnify and keep indemnified at all times the Agent, its officers, servants, sub contractors and agents against all costs, damages, Charges and expenses (including any settlement costs) arising from any action, proceeding, claim or demand that may be brought, made or prosecuted against it or them by any person or persons in respect of loss of or damage to property or death or injury caused by or arising out of or in any way connected with the performance of this Contract.

14.4 The aggregate liability of the Agent to the Consignor (whether in contract, tort, under statute or in any other way and whether due to the negligence, wilful or deliberate breach of any other cause) under or in relation to this Contract or in relation to any act, omission or event relating to or arising out of this Contract in relation to or arising out of all acts, omissions or events occurring:

(a) any 12 month period ending on the day before the anniversary of the date of this Contract or;

(b) in any period of less than 12 months from the date of this Contract or an anniversary of the Contract to the termination or expiration of this Contract, shall not, in any circumstances exceed \$500.00.

14.5 To the extent permitted by law, liability under any condition or warranty which cannot legally be excluded is limited to, in the case of Goods, the replacement, repair or re-supply of the Goods or the payment of the cost of replacing, repairing or re-supplying the Goods and in the case of services supplying these services again or paying the cost of having the services supplied again.

14.6 Despite anything else in this clause, the Agent shall not be liable to the Consignor for any loss or damage caused as a result of an act of God, war, riot, insurrection, vandalism, sabotage, strike, lockout, ban or other industrial dispute or disturbance, any law, rule or regulation of any government or governmental agency and executive, administrative order or act of general or particular application which is unforeseen and beyond the control of the Agent and occurs without the fault or negligence of the Agent.

14.7 In respect to this clause the Agent in addition to acting for himself is acting as agent of and trustee for each of his servants and also any other person or company with whom the Agent may arrange for the carriage for the Goods and servants of such person or company so that his servants and such person or company and his or its servants are parties to this Contract so far as the said clause or

clauses containing exclusions or limitations of liability are concerned and if in so far as may be necessary to give effect to the clause the Agent shall hold the benefit of these conditions for its servants and for any such persons or company and his or its servants.

15. Insurance will not be arranged by the Agent. It is the responsibility of the Consignor to ensure that adequate insurance cover is arranged to ensure full cover for any damage to or loss of all the

Consignor's Goods carried and/or stored by the Agent.

16. It is hereby agreed that if any provision or part of any provision of this Contract is unenforceable, illegal or void, then it is severed and the rest of this Contract remains in force.

17. All the rights, immunities and limitations of liability in the above conditions of Contract shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the

Contract or of any conditions hereof by the Agent.

18. The Agent shall not be bound by an agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Agent by a duly authorised executive officer of the Agent.

19. "GST" means GST within the meaning of the GST Act. "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

19.1 The consideration payable by any party under this Contract represents the value of any taxable supply for which payment is to be made.

19.2 If a party makes a taxable supply in connection with this Contract for a consideration which represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

20. The Consignor expressly agrees that it will not:

(a) hire any of the Agent's drivers; or

(b) let, solicit, interfere with or endeavour to entice such drivers from the Agent either whilst the drivers are engaged by the Agent or within 6 months of the termination of their engagement by the Agent. The Consignor further agrees with the Agent that in the event that this clause is breached by the Consignor that the sum of \$10,000 represents fair and reasonable compensation to the Agent for the Agent's loss and damage sustained as a result of that breach.

21. Pallets on which Goods or Consignor's Goods are delivered, carried or stored are not the responsibility of the Agent and the Consignor shall indemnify and keep indemnified the Agent from any loss or damage however caused (whether by negligence of the Agent or any person or otherwise) arising out of or in relation to lost or damaged pallets.

22. Telephone calls to the Agent may be monitored for quality and coaching purposes.

23. The Consignor acknowledges that the Agent will from time to time, at its discretion, use electronic communications for transactions made under this Agreement. Electronic communications include, but are not limited to signature capture. The Consignor expressly consents to this practice and agrees that where the Consignor provides a signature it is confirming its agreement to that transaction.

24. The Agent charges a fuel levy and other surcharges and/or fees may apply as part of its overall pricing policy. The Consignor acknowledges that any fuel levy, other surcharges and/or fees may be higher or lower than the actual cost applicable to any service provided to a specific Consignor.

25. The Consignor expressly agrees to receive commercial communications from the Agent for marketing purposes at any email address either stated on the account application or at any other email address supplied by the Consignor to the Agent. If you no longer wish to receive communications from us, please advise us by sending an email to ops@fleetland.com.au

26. These terms and conditions shall be governed and construed in accordance with the laws in force in the State or Territory where the Agent's services were engaged.

WE HAVE READ AND UNDERSTOOD THE CONDITIONS OF CONTRACT, CONFIRMED PRICE, UNDERSTOOD THE VALIDATION OF QUOTATION AND UNDERTAKE TO PAY THE ACCOUNT AS CASH ON DELIVERY

Company Name: _____ Date: _____

Authorised person: _____ Printed Name: _____

Fleetland Logistics PTY LTD IS NOT A COMMON AGENT. INSURANCE REMAINS THE RESPONSIBILITY OF THE CONSIGNOR/CONSIGNEE.

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