

SERVICE CONDITIONS

Truck Moves Australia Pty Limited

These Conditions apply to all Services and Special Projects provided by Truck Moves Australia Pty Ltd, unless otherwise clearly agreed in writing signed by us and you.

Please read these Conditions carefully.

Any instructions received by Truck Moves Australia Pty Ltd from you, our customer, for the supply of Services and/or a Special Project shall constitute acknowledgement by you that you have received, and understand and agree to these Conditions and will be bound by them.

Service Conditions

In these standard service conditions 'we', 'us' and similar expressions, refer to Truck Moves Australia Pty Ltd ABN 74 103 399 891; and 'you', 'your' and similar expressions, refer to you, our customer being the entity stated in the Quotation and the Order or your nominee(s).

'Australian Consumer Law' means the Australian Consumer Law under the CCA.

'CCA' means the Competition and Consumer Act 2009.

'Consumables' means those items stated in the Quotation additional to the Price and include fuel and oil, fuel and oil filters, transmission fluids, tyres, mechanical repairs and body repairs (in the event of an accident) incurred while performing the Services.

'Force Majeure Event' means any event of whatsoever nature outside your or our reasonable control, including but not limited to, flood, fire, theft, storm, tempest, power failure, machinery breakdown, act of God, war, act of terrorism, strike, lock-out and shortage of labour.

'Order' means the order placed by you with us for the Services.

'Price' means the amount stated in the Quotation which includes taxes, fees, duties or charges but **excludes** Consumables.

'Quotation' means the document provided by us to you which provides an estimate of the cost of the Services.

'Services' is defined in clause 3.1.

1. Quotations and orders

- 1.1 A Quotation is an invitation to you to place an Order with us for the Services. We issue Quotations based on information supplied by you to us. If the information you supply is incorrect, you might order goods and services which are not suitable for your purpose.
- 1.2 If you place an Order based on a Quotation and we accept the Order, then your Order is subject to these service conditions.
- 1.3 We are not obliged to accept your Order. The Order becomes binding from the moment that we accept it even if we do not tell you that it has been accepted. Usually we acknowledge acceptance or rejection of the Order.

2. Our conditions prevail

- 2.1 These service conditions apply and prevail even if they are inconsistent with anything said or implied in any earlier or later document provided to you including the Quotation.
- 2.2 You agree that you have not relied upon any representation, warranty or other provision made by us or on our behalf which is not expressly stated in these conditions.

3. Services

- 3.1 We collect, drive and deliver motor vehicles belonging to you. We will provide these services to you if we accept your Order.
- 3.2 We are not qualified motor mechanics or technicians and do not carry out any mechanical check of the motor vehicles we are engaged to collect, drive and deliver as part of the Services.

4. Price and Additional Fees

- 4.1 If we agree to provide the Services to you, in addition to the Price you must pay for all Consumables used in the provision of the Services. You must also pay any fees and charges incurred by us in performing the Services such as, but not limited to, tolls, fuel surcharges, credit card charges, and any other charges of whatsoever nature incurred by us in respect of the performance of the Services.
- 4.2 Unless otherwise expressly stated in the quotation, all prices are in Australian dollars.

5. Payment

- 5.1 Unless we agree in writing to give you credit, you must pay the Price before we collect the relevant motor vehicle(s) to provide the Services.
- 5.2 All payments must be by cash, credit card, bank cheque or EFTPOS.

5.3 You authorise us to complete any documents necessary to enable you to make any payments through any credit card system.

6. Credit

6.1 We may decide to give you credit, but we are not obliged to do so even if we have previously given you credit. Credit may be given subject to additional terms and conditions to be agreed at the time an application is made by you.

6.2 Unless otherwise agreed, if we agree to give you credit, you must pay our invoices within 7 days from the date of the invoice.

6.3 We may decline to give you further credit or vary agreed credit terms at any time.

7. Overdue payments

7.1 If any amount you owe us is not paid by the due date then:

- (a) all money that you owe us on any account becomes immediately payable despite any previously agreed credit conditions;
- (b) we may suspend supply or cancel any outstanding Orders ;
- (c) we may claim a lien over any vehicles or items in our possession until we are paid in full;
- (d) we may charge you interest on any outstanding amount from the due date until payment, calculated daily, at the rate prescribed from time to time pursuant to Rule 36.7 Uniform Civil Procedure Rules 2005 (NSW);
- (e) if we charge interest under this clause, we will credit any part payment first against the interest and second against the amount outstanding;
- (f) you agree you are liable for all our costs, losses and expenses relating to recovering overdue payments from you, including mercantile agents' and lawyers' fees and expenses on a full indemnity basis.

8. Cancellation Fees

8.1 If you cancel an Order before the date we are due to collect the vehicle, we may charge you a cancellation fee for the Services as follows:

| Cancellation Time | % of Price |
|--------------------------|-------------------|
| Less than 24 hours | 80 |
| Less than 48 hours | 60 |
| Less than 72 hours | 50 |
| More than 72 hours | 25 |

8.2 In addition, you must also reimburse us on demand for any expenses we have actually incurred in respect of the cancelled Order, including travel expenses.

9. Warranties

9.1 You warrant in respect of each motor vehicle that is the subject of an Order that at the date the motor vehicle is collected by us:

- (a) you own the motor vehicle;
- (b) you are authorised to engage us to provide the Services ;
- (c) the motor vehicle is roadworthy and capable of making the journey from the place of collection to the destination stated in the Order;
- (d) the risk in the motor vehicle or item remains with you while we perform the Services; and
- (e) the motor vehicle or item is and will be comprehensively insured by you while we perform the Services and that the insurance cover extends to drivers and other personnel provided by us to perform the Services.

9.2 If a motor vehicle breaks down or is in need of mechanical repair (as determined by us) while we are carrying out the Services, you authorise us to engage a mechanic or other appropriately qualified person, of our choice, to carry out the repairs. You must pay us for the Consumables incurred under this clause 9.2 on demand on a full indemnity basis.

9.3 In performing the Services, we rely on the warranties given by you in this paragraph 9 in respect of each motor vehicle or other item belonging to you. You agree to indemnify us and hold us harmless from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, your obligations or these conditions.

10. Limitation of liability

10.1 Nothing in these conditions is or should be interpreted as an attempt to modify, limit or exclude terms or warranties which are imposed by statute, including under the CCA and which cannot be modified, limited or excluded.

10.2 We exclude, to the extent permitted by law from these conditions all terms, conditions and warranties implied by statute, general law or custom. You may have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

10.3 We are not liable for any breakdown of, or defect in, nor any accident involving any motor vehicle or item while performing the Services nor the use, repair, maintenance or storage of such a motor vehicle or item. We are not liable for any body or mechanical damage, including any windscreen damage, occurring while that motor

vehicle or item is in our possession, custody or control, unless caused by our wilful misconduct or gross negligence with knowledge that damage would occur.

- 10.4 (a) If we are wholly or partially prevented from performing the Services by a Force Majeure Event, then the obligation to perform in accordance with these conditions will be suspended for the duration of the Force Majeure Event.
- (b) If the Force Majeure Event (and consequential inability to perform Services continues for a period longer than 7 days from its initial occurrence, then either you or we may terminate the Order by written notice to the other. Any termination will not prejudice any rights or obligations either you or we may have accrued prior to such termination.
- 10.5 We are not liable in contract or tort for any economic loss, loss of revenue, loss of saving on overheads, loss arising from business interruption, loss of data, loss of business opportunities, loss of goodwill, loss of profits or any indirect, special or consequential loss or damage from any cause, even if we have been advised of the possibility of such damages or loss before we accept the Order.
- 10.6 Each party must each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.
- 10.7 To the extent permitted by law, our maximum aggregate liability to you in respect of any one claim or series of connected claims in respect of the Services for any liability including for breach of contract, breach of statutory duty, breach of warranty, delay, breach of a term, condition or warranty implied into these conditions by the Australian Consumer Law or liability under an indemnity, is limited at our option (to the extent permitted by law) to:
- (i) supplying the Services again; or
 - (ii) paying to have the Services supplied again.
- 10.8 Unless notice of loss or damage be given in writing to us before or at the time of the delivery of the vehicle or item which is subject to these Services, such delivery shall be prima facie evidence of the delivery of the vehicle or item in the same condition in which it was received by us. In any event, we shall be discharged of all liability whatsoever in respect of the Services, unless notice of claim or intention to claim are given to us in writing, within 48 hours after any incident or cause of any claim and or damage that may give rise to a claim

11. Privacy

- 11.1 We collect, use, store and disclose personal information in accordance with our privacy policy, which you can find at <http://truckmoves.com.au/contact/privacy.asp>. You acknowledge that you have had the opportunity to read, understand and agree to that policy.

- 11.2 Where personal information given to us by you relates to an individual, you agree that information is provided with the consent of that individual and we will use it only for the purposes mentioned in our privacy policy.

12. Miscellaneous

- 12.1 Delivery times are estimates only and we are not liable for delays in delivery.
- 12.2 We have full liberty to perform the Services ourselves or to subcontract, on any terms whatsoever, the whole or any part of the Services.
- 12.3 These conditions contain the entire agreement between you and us with respect to the supply of the Services and may not be modified except by an agreement in writing signed by one of our authorised officers.
- 12.4 The law of New South Wales governs these conditions. Each party submits to the non-exclusive jurisdiction of the New South Wales courts.
- 12.5 By accepting these standard service conditions, you consent to us sending commercial electronic messages to you concerning our Services. You may opt out of receiving messages at any time by contacting us at info@truckmoves.com.au.
- 12.6 Nothing in these conditions will create a partnership, or the relationship of employer and employee, between the parties.
- 12.7 If a provision of these conditions is found to be unlawful, invalid or unenforceable for any reason, these conditions will remain in force apart from that provision, which is deemed to be deleted.