



CONDITIONS OF CARRIAGE, HANDLING AND WAREHOUSING OF GOODS

Additional Service Fees & Charges

Please be aware that additional charges will apply for the following as Rates and Charges quoted may not be accurately reflected with our quotations.

- **Dangerous Goods** - Correct dangerous goods documentation must be supplied at pick up to ensure that your goods are consigned. Additional charges will apply and are subject to individual assessment. A surcharge per consignment shall apply and will be negotiated as per your requirements for the cartage of all dangerous goods. All consignments of dangerous goods must be accompanied by the appropriate EPG information. Failure to declare a consignment as dangerous prior to cartage will result in the consignment not to be delivered until required documentation is provided. Sullivan Logistics shall not accept additional costs due to insufficient documentation.
- **Tail gate deliveries.** Please inform Sullivan Logistics at job booking if a tail gate service is available as this may incur an additional cost.
- **Hand unloads** – If your goods require hand loading or unstacking, there will be no additional service fee if this is to a ground floor location and delivery point is easily accessible for the vehicle and driver.
- **Proof of Delivery** – these will be supplied by individual request free of charge for 3 months from the date of the consignment. A charge of \$10.00 per consignment will apply after this period.
- **Futile Deliveries** – If a consignment is refused at point of delivery and/or at loading point, a futile delivery/trip charge may be imposed at our discretion. Hourly rates are charged from \$40.00 per hour, commensurate with the type of delivery vehicle.
- **Un-crated Machinery** and/or unconventional freight will be charged on the amount of "Trailer Space" required, normal cubic measurements cannot apply. This charge will be subject to individual assessment, please contact us if you require your consignment to be quoted.
- **After hours**, or on Saturday mornings, weekends or public holidays, pick-up's / deliveries are available by prior arrangement and quotation rates do not apply. Price on application only
- **Purchase Orders.** The customers "Purchase Order Number" must be provided at time of job booking to be processed as a reference on the consignment note.

Please Note:

Quotations will remain valid for a period of 30 days. If a signed acceptance of same is not received by Sullivan Logistics credit department within this period, the quotation will be withdrawn and Sullivan Logistics standard rates will apply. Quoted rates will become effective upon approval of credit application and receipt of signed quotation.

Important Details

Please ensure that you fully understand these important details as they will be strictly applied.

1. **Insurance of Goods:** Quotations provided do not include cost recovery for loss or damage to goods whilst in storage or transit. As stated on Sullivan Logistics source documents Sullivan Logistics is "**Not a Common Carrier**" authorized to offer insurance coverage of any sort (as per the Financial Services Act of 11th March 2004). Rates quoted cover transport or storage related activities only. It is the responsibility of the client/customer to ensure that appropriate insurance cover is taken up. Client/customers goods are **NOT** insured by Sullivan Logistics for **ANY LOSS** or damage, as per Conditions of Cartage, unless specific documented arrangements are in place. Where goods are to be stored by Sullivan Logistics in our Warehouse Facility, insurance cover should be arranged based on the value /volume of the goods being stored.
2. **Standard Terms & Conditions:** It is the responsibility of the customer to fully understand these conditions prior to trading.
3. **Consignment Notes:** Accurate completion is critical to ensure service and billing standards are met. It is the customer's responsibility to ensure that all specific delivery instruction and charge to details are clearly completed on each consignment note.
4. **Account Activation:** Sullivan Logistics cannot commence trading in the first instance without firstly receiving a signed copy of this service quotation and a fully completed and signed Sullivan Logistics credit application. Upon receipt the customer will be advised of the account activation and given authorization to commence trading.
5. **Freight Checked Weighed and Cubed:** Each Sullivan Logistics branch operates digital (registered) freight weighing scales, due to legal weight loading restrictions. All freight is check weighed at each branch (and cubed where a kilo rate applies). All identified variances will be adjusted on the original copy of the con note and charged at the greater rate if applicable. NB. Please refer to ' Additional Service Charges' for uncrated machinery calculations.
6. **Cubic Conversion:** (Applicable to cents per kilo rate structures only), all freight will be cubed (height x width x length). Sullivan Logistics standard cubic conversion rate of 4m³ = 1 Tonne.
7. **Goods and Services Tax (GST):** Rates submitted are exclusive of the 10% G.S.T. – This will apply.



8. **Proof of Deliveries (POD's):** Will be provided with an invoice if arranged prior to commencement of trading.
9. **Chep/Loscam Pallet Services:** Sullivan Logistics does not accept transfer of pallets and do not hold a Chep/Loscam account. All Pallet & Hire Equipment is the responsibility of you, the customer. Please ensure you make arrangement with your receiving client/customer in relation to this matter.
10. **Trading Terms:** Strictly net cash within thirty (30) days from date of invoice. Breaches in agreed terms may result in account immobilisation. Further, if for any reason (e.g. a change in the physical characteristics of the consignment) your service requirements vary, we reserve the right to negotiate the rates or to withdraw from the agreement. Sullivan Logistics may charge freight by weight, measurement or value and may at any time re-weigh, re-value or re-measure and charge proportional additional freight accordingly. All prices presented in these documents and future quotes regarding services provided by Sullivan Logistics exclude GST. The GST component shall be shown separately upon each invoice.
11. **Electronic Funds Transfer (EFT).** Preferred method of payment accepted by Sullivan Logistics Pty Ltd trading as Perth-Kalexpress and Quality Transport, are detailed as follows.

Account Name: **Sullivan Logistics**
Bank: ANZ
Branch: **Geraldton WA**
BSB No: **016-650**
Account No: **281 222 821**

Please fax Remittance Advice to Sullivan Logistics on (08) 9358 1655 or email to accounts@kalexpress.com.au

Definitions

In this document the following definitions apply:

- **Agreement** - means the contract of carriage of the Goods incorporating these terms and conditions.
- **Carrier** - means Sullivan Logistics Pty Ltd T/as Kalexpress Overnight & Quality Transport its employees, servants, agents and subcontractors.
- **Consignor** - means any person to whom the Carrier delivers or is intending to deliver the Goods
- **Consignee** - means any person to whom the Carrier delivers or is intending to deliver the Goods.
- **Customer** - means the person requesting the Carrier to provide the Services and making payment to the Carrier.
- **Goods** - means any goods, substance or thing delivered or tendered to the Carrier for carriage and/or storage under this Agreement and includes any container, pallet or packaging which the Goods are in or on.
- **Services** - means the service, including transport, warehousing and logistics tasks to be provided by the Carrier or its Subcontractor, to the Customer pursuant to this Agreement.
- **Subcontractor** - means any persons (including a person operating a railway) the Carrier uses to perform all or part of the Services instead of the Carrier, and any person who is an employee, servant, agent or subcontractor of such a person. A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

Terms and Conditions

1. These conditions continue to apply despite any breach by the Carrier or by a Subcontractor, even if the breach is of a fundamental term.
2. The Carrier is not a common carrier and will accept no liability as such.
3. The Carrier reserves the right to refuse to carry or deal with any goods or class of goods for any person at its discretion.
4. The Customer warrants that, when the Customer gives, or arranges for another person to give, the Carrier or a Subcontractor Goods for carriage, the Customer is acting as agent for each person who has an interest in the Goods. Each of them is a party to the contract and is bound by these conditions in the same way as the Customer.
5. The Carrier is entitled to depart from instructions given to it by the Customer (including deviating from the usual route or changing the place of storage or mode of carriage) at the Carrier's discretion.
6. The Customer hereby authorises the Carrier, if the Carrier should think fit to do so, to use a Subcontractor to perform all or part of the Services instead of the Carrier. The Carrier enters into this Agreement as agent or trustee for any Subcontractor used. Each of them is a party to each agreement the Carrier enters into with the Customer. This Agreement applies as if the Subcontractor were the Carrier. The Carrier, or a Subcontractor, may agree with a Subcontractor to any terms that that Subcontractor requires. Those terms will be binding on the Customer. However, the Subcontractor may choose whether to rely on the terms of this Agreement or the terms on which it agrees to perform the Services or part of them.

7. The Carrier delivers the Goods when it leaves them at the place the Customer nominates. If no-one is there, the Carrier may choose whether to leave the Goods there, store them or return them to the Customer. If the Carrier decides to store the Goods, or to return them to the Customer, the Customer must pay the Carrier's reasonable charges. If the Customer asks the Carrier to on forward Goods, the Carrier delivers them when it gives them to the on-forwarding agent.
8. Any storage of Goods by the Carrier or arranged by the Carrier shall be as agent of the Customer and shall be solely at the Customer's risk.
9. A receipt from a person at the destination is proof of delivery.
10. The Customer hereby warrants that the Goods are properly packaged, labelled, unitised, scheduled and identified to the Carrier and without limiting the foregoing warrants that:
 - 10.1 The Goods are specifically declared and fully described in the space provided on the consignment note;
 - 10.2 Except as specifically declared and fully described in the space provided on the consignment note, including attachments to the consignment, the Goods do not include:
 - 10.2.1 Goods which are liquid, explosive, inflammable, radioactive, corrosive, poisonous, infectious or otherwise of a dangerous, hazardous or noxious nature which are capable of causing damage or injury to any person, property, animal, store, vessel, vehicle, aircraft or other conveyance in which or with which such Goods may be loaded, carried, packed or stored;
 - 10.2.2 Goods the carriage or storage of which would be illegal or prohibited by any law or regulation relating to the nature, conditions, packaging or labelling of such Goods; or
 - 10.2.3 Goods of a kind which are subject to special rates of carriage;
 - 10.3 It has complied with all laws and regulations relating to the nature, packaging, labelling, storage or carriage of the Goods and that the Goods are packed in a manner adequate to withstand the ordinary risks of storage and/or carriage having regard to their nature;
 - 10.4 It has disclosed in writing to the Carrier prior to this Agreement any matter relating to the nature of the Goods or any particular care and attention which should be applied to the Goods and which could affect the likelihood of them being damaged or causing loss, damage or injury to any persons or property.
11. The Carrier is entitled to open anything in which the Goods are placed or carried in order to inspect them to find out their nature, condition or destination, or who owns them. The Carrier shall not be liable for any loss or damage to the Goods caused by or arising directly or indirectly as a result of such opening and inspection.
12. Subject to Clause 27, the Carrier reserves the right to unpack any unitized freight and shall not be liable for any loss or damage to the Goods caused by or arising directly or indirectly as a result of such unpacking.
13. If the Carrier thinks that the Goods are or may become dangerous or offensive, it may do anything it believes appropriate to avoid or minimise any loss, damage or offence. This includes destroying the Goods. This does not affect any other rights the Carrier may have.
14. The Customer must comply with all legal requirements, and any requirements of the person to whom we deliver the Goods, in relation to the Goods, including requirements relating to their shape, packaging, labelling and transportation.
15. The Customer is liable for any loss or damage to the Goods caused directly or indirectly by their packaging.
16. At the end of the carriage, the Customer must make sure that the Customer returns to their owner any containers, pallets or packaging which is delivered to the Carrier with the Goods.
17. The Customer must pay the Carrier's charges for its Services. The Carrier's charges shall be considered earned as soon as the Goods are received by the Carrier for carriage and/or storage and under no circumstance, subject to Clause 27, will any charges paid to the Carrier be refunded.
18. The Customer can arrange for someone else to pay the Carrier's charges. However, the Customer remains liable to the Carrier. If the Customer is not told that payment is required when the Goods are received by the Carrier, the Customer must pay within 7 days after that day. The Customer must pay the Carrier whatever happens to the Goods – even if they are lost, damaged or destroyed.
19. In the event of the Carrier granting credit facilities to the customer then the following terms shall apply.
 - 19.1 Payment of all accounts is required by the due date in accordance with your payment terms.
 - 19.2 Should the Customer default in the payment of any monies due under this agreement all monies due to the Carrier shall immediately become due and payable and shall be paid by the customer within SEVEN (7) days of the date of formal written demand being issued. The

- carrier shall be entitled to charge interest at the carrier's banks and overdraft interest rate from the date of default until the date of settlement.
- 19.3 Any expenses, costs or disbursements incurred by the Carrier in recovery or attempting to recover any outstanding monies including debt collection agency fees and solicitors costs shall be paid by the Customer regardless that such expenses may be billed to the Carrier.
- 19.4 The Carrier shall be entitled without notice to terminate any credit agreement with the Customer in the event of the Customer defaulting in any of the terms and conditions contained herein.
- 19.5 Any payment by the customer will always be regarded as a just and correct payment for work performed and is not re-fundable by the carrier where any party considers it has been given preference of payment.
20. In the case of Goods of a kind referred to in clauses 10.2 or 10.4 the Customer shall pay any additional freight charges in respect of such Goods as may be deemed necessary by the Carrier.
21. The Carrier may charge by weight, measurement or value and may at any time reweigh, remeasure or revalue the Goods or require that the Goods be reweighed, remeasured or re-valued and in the event of there being an increase in the weight, value or measurement of any of the Goods, then the Carrier may claim an additional charge:
- 21.1 Proportional to the increase disclosed; and
- 21.2 On account of any penalty incurred by it as a result of the incorrect weight, measurement or value
22. The Customer must pay the Carrier an additional reasonable charge in each of the following cases:
- 22.1 The Carrier or a Subcontractor has to perform Services, or reasonably perform Services, in addition to the Services quoted for.
- 22.2 The carriage is delayed for a reason that is not the fault of the Carrier or of the relevant Subcontractor.
23. The Customer must also pay the Carrier for any amount it has to pay, or a relevant Subcontractor has to pay, in relation to the Goods or their carriage. This excludes a payment for subcontracting the carriage.
24. Any claims for overcharges, other than mathematical error apparent on the face on any invoice, are waived by the Customer unless the claim is made in writing within 21 days of the date of the relevant invoice. Insurance cover is not included in the Carrier's charges and will not be arranged by the Carrier.
25. Insurance cover is not included in the Carrier's charges and will not be arranged by the Carrier.
26. The Carrier has a lien over the Goods and any related documents, and over any other Goods and related documents of the Customer's in the Carrier's possession, as security for payment of any money the Customer owes the Carrier. The Carrier may sell the Goods or documents without giving the Customer notice. If the Carrier does so, it is entitled to offset the amount it receives against the money the Customer owes the Carrier. This does not affect any other rights the Carrier may have.
27. When the Carrier performs Services, to the extent permitted by law:
- 27.1 Its liability is completely excluded;
- 27.2 Any action must be commenced within six (6) months after the date the Goods were delivered or should have been delivered; and
- 27.3 In the case of Services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Carrier's liability is limited to the supply of the Services again, or the cost of the supply of the Services again.
28. Notwithstanding clause 27, when the Carrier performs Services for the purpose of a business, trade, profession or occupation carried on or engaged in by the Customer, it does so entirely at the Customer's risk. No matter what the cause may be, the Carrier is not liable under any circumstances for delay in delivery of the Goods, miss-delivery of them, or a total failure to deliver them; or for loss of the Goods or damage to them or deterioration of them. The Carrier is not liable for negligence or wilful misconduct by it or by a Subcontractor that it uses in relation to the carriage. The Carrier is not liable for an act or omission that is not contemplated by its Agreement with the Customer.
29. If the Customer thinks it has a claim against the Carrier or a Subcontractor, the Customer must make the claim against the Carrier and no-one else. The claim must be in writing and must reach the Carrier within 7 days after the date the Goods were delivered or should have been delivered. The Customer has no claim in any circumstances against any person (including a Subcontractor) except the Carrier.
30. The Customer shall indemnify the Carrier in respect of:
- 30.1 The Carrier's liability for any loss of or damage or injury to any person, property or thing caused by, occurring during or arising out of any packaging, loading, unloading, removal, assembly, erection or storage of the Goods.
- 30.2 Any loss or damage which may be suffered by the Carrier as a result of any breach by the Customer of these terms and conditions.



30.3 Any loss or damage to the Carrier's property which occurs due to the nature or condition of the Goods.

31. The Carrier shall not be bound by any agreement purporting to vary this Agreement unless that agreement is in writing and signed on behalf of the Carrier by a duly authorised officer of the Carrier.
32. A waiver of any of the Customer's obligations is ineffective unless it is in writing and signed by a duly authorised officer of the Carrier.
33. In case any one or more of the provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.
34. This Agreement is governed by the laws of Western Australia. Each party submits to the jurisdiction of the courts exercising jurisdiction in Western Australia and waives any right to claim that those courts are an inconvenient forum.



ACCEPTANCE OF PROPOSAL, TRADING TERMS & CONDITIONS OF CARRIAGE, HANDLING & WAREHOUSING OF GOODS

Please complete all sections and return the original signed copy to Sullivan Logistics Pty Ltd.
Prior to commencement of trading on a credit account, new clients are required to complete an application form and wait confirmation of approval. COD payments are accepted, conditions apply, please contact our office for details.

(Print Name)

(Position)

(Company Name)

(ABN)

The above mentioned have read, understand and acknowledge that Sullivan Logistics Pty Ltd is not a Common Carrier and accept the above terms and conditions of cartage as presented.

Termination of Standard Quotation

Should trading cease between Sullivan Logistics Pty Ltd and the abovementioned all outstanding monies are due and payable within seven (7) days.

(Signature)

(Date)

All quotations are valid for a period of 30 days

SULLIVAN LOGISTICS ACCOUNTS USE ONLY:

Approved by: _____ Position: _____

Date: _____
(DD) (MM) (YYYY)