

## TERMS AND CONDITIONS

### 1. Definitions

In these conditions:

1.1 **“We”** means JETFAST EXPRESS PTY LTD Trading as Jetfast Bali Cargo ABN 85 632 535 249, and **“Us”** and **“Our”** have corresponding meanings.

1.2 **“You”** means the party entering into the agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and **“Your”** has a corresponding meaning.

1.3 **“Ancillary Services”** means services that are ancillary to the Services, but which We do not offer or provide, including transportation by sea, rail or air, and transportation of vehicles, trailers, caravans, boats and animals.

1.4 **“Goods”** means all furniture and other effects which are to be the subject of the Services; 3.6

1.5 **“Services”** means the whole of the work to be undertaken by Us in connection with the Goods including freight forwarding, removal and (if applicable) storage.

1.6 **“Subcontractor”** means any person other than one of Our employees who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services.

1.7 **“Third Party Provider”** means any person who We have arranged to carry out any Ancillary Services;

1.8 Words in the singular include the plural, and words in one or more genders include all genders.

### 2. General Terms

2.1 All and any business undertaken by Jetfast Express Pty Ltd is transacted subject to the conditions hereinafter set out as well as the specific terms and conditions applicable to each particular service (eg Bills of Lading), each of which shall be deemed to be incorporated in and to be a condition of any agreement between the Us and its Customers. We only deal with goods or provide services subject to these conditions.

#### 2.1. We are not Common Carriers

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH. We reserve the right to refuse to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion

2.2 Subject to express instructions in writing given by the You and accepted by the Us, the We reserve complete freedom in respect of means, route and procedure to be followed in the handling storage and transportation of goods.

2.3 We are entitled to retain and be paid all brokerages, commissions, allowances and other remuneration's retained by or paid to Shipping and Forwarding Agents (or Freight Forwarders) and Insurance Brokers.

2.4 You or any acting agents, if any shall be jointly and severally are liable for any duty, tax, impost, or outlays of whatsoever nature levied at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by us in connection therewith.

2.5 In the absence of special instructions, We will proceed in the normal manner and procedure any and all of the various acts which may be necessary for the completion of its services in relation to any particular matter. We shall have no liability or responsibility by virtue of the fact that there may be a change in the rates of duty, wharfage, freight, railage or cartage, or any other tariff before or after the performance Us of any act involving a less favourable rate or tariff, or by virtue of the fact that saving may have been affected in some other way had any act been performed at a different time and/or more expeditiously.

2.6 We shall not in any circumstances be liable for damages or costs arising from loss or fall of market or attributable to delay in forwarding or in transit or failure (not amounting to wilful negligence) to carry out the instructions given to it.

3. **Quotations** are given on the basis of immediate acceptance and are subject to the right of withdrawal before acceptance. If any changes occur in the rates of customs duty, freight, insurance premiums or other charges

applicable to the goods, quotations and charges shall be subject to revision accordingly whether with or without notice.

**3.1 Door to Door International Freight** – Our International Door to Door quotations are structured at a flat freight rate to include all known costs from the origin to the destination. Services undertaken at this rate are included in the inclusions section listed on your quotation or can be sent on your request. Listed Exclusions are billed additionally and only if applicable. Door to Door Quotations cannot be broken down or itemized.

**3.2 Acceptance** of a quotation and/or instruction to proceed with our services means you have automatically sought out our terms and conditions, and understand and accept these terms and conditions.

#### **4. Your Obligations and Warranties**

**4.1 Information supplied by You.** You warrant that any information which You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate.

**4.2 Owner or Authorised Agent.** You warrant that, in entering into business with us, You are either the owner of the Goods or the authorised agent of the owner or the authorised agents of the owners of any and all goods or property the subject matter of the transaction. By entering into the transaction they accept these conditions for themselves and for all other parties on whose behalf they are acting and they warrant that they have authority so to do

**4.3 Presence at Loading/Unloading.** You will ensure that You or some person on your behalf is present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from store.

**4.4 Dangerous Goods.** You warrant that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading or storage. We may refuse to remove or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You.

**4.5 Fragile Goods and Valuable Items.** You will, prior to the commencement of the removal or storage, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment, in any case, having a value in excess of \$1,000.

**4.6 Goods Left Behind or Moved in Error.** You will ensure, to the best of Your ability, that all Goods to be removed (other than Goods being removed from store) or stored are uplifted by Us and that none is taken in error.

#### **5. Method of Carriage, Subcontractors and Ancillary Services**

**5.1 Mode of Carriage.** We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air, and for that purpose, as Your agent, to arrange for a Third Party Provider effect such carriage by sea, rail or air.

**5.2 Subcontractors.** We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.

**5.3 Liability of Subcontractors and Employees.** Any provisions in these conditions which limit Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this subclause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

**5.4 Ancillary Services.** We will or may, at Your request and as Your agent, arrange to have Ancillary Services undertaken by Third Party Providers, but We accept no liability, including liability for any loss or damage, arising out of the provision of Ancillary Services.

**6. Delivery** We shall not be bound to deliver the Goods except to You or a person authorised in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorised person there to receive them on Our arrival, or because We cannot gain access to the premises, or for any other reason beyond Our control, We will be entitled to unload the Goods into a warehouse, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the Goods. If this happens, We will endeavour to contact You to ascertain whether You have any alternate instructions.

## **6. Storage Conditions**

**6.1 Inventory.** For Household Relocations We will prepare an inventory of Goods received for storage, the inventory will be conclusive evidence of the Goods received by Us. The inventory will disclose only visible items and not any contents unless You ask for the contents to be listed, in which case We will be entitled to make a reasonable additional charge.

**6.2 Contact Address.** You agree to advise Us of an address to which We can forward any notice or correspondence, and to promptly notify Us of any change of address.

**6.3 Price Changes.** Our storage charges will be as quoted to on request, We may change the storage charges from time to time on giving 28 days' written notice to You.

**6.4 Warehouse Change.** We are authorised to remove the Goods from one warehouse to another without cost to You. Pending forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the customer's or Owner's risk and expense.

**6.6 Removal From Storage.** Subject to payment for the balance of any fixed or minimum period of storage agreed, You may require the Goods to be removed from store at any time on giving Us not less than 5 working days' notice. If You give Us less notice, We will still use Our best endeavours to meet your requirement but shall be entitled to make a reasonable additional charge for the short notice.

**6.7 Compulsory Removal and Disposal/Sale.** You agree to remove the Goods from storage within 28 days of a written notice of requirement from Us to do so. In default, We may, after 14 days' notice to You, SELL ALL OR ANY OF THE GOODS by public auction or on Ebay or a similar online auction sale facility or and apply the net proceeds in satisfaction of any amount owing by You to Us.

## **6.8 Sale of Goods.**

For the purposes of preparing for the sale of the Goods under clauses 6.7 or 7.5 or otherwise as permitted by law, We are authorised by You to open any boxes in storage to inspect and identify the contents and We may at Our discretion decide which contents will be offered for sale to the general public. At Our discretion, any items we do not offer for sale may be stored by Us for such period as We consider appropriate and We may invite You to collect those items from Us once We have been paid all moneys due by You to Us for Services provided under this or any other agreement. If We fail to sell the Goods at public auction or Ebay, We may at Our option pay \$1 for the Goods and at Our discretion dispose of the Goods.

## **6.9 Abandoned Goods – Overseas Warehouses**

Where Goods are located a overseas warehouse the custody or control of an overseas agent, Subcontractor, or Third Party Provider arranged by Us, and:

- a) You fail to provide written instructions for onward shipment, return, or disposal within 14 days of written request; and/or
- b) Outstanding charges remain unpaid beyond agreed payment terms; and/or
- c) Delivery or export cannot proceed due to regulatory, documentation, or compliance failures attributable to You.

the Goods shall be deemed abandoned.

Upon Goods being deemed abandoned, We (and/or the overseas warehouse, agent, or Third-Party Provider) are authorised, without further notice, to arrange disposal, destruction, sale, or surrender of the Goods in accordance with local laws and warehouse practices.

No refund, credit, or compensation shall be payable to You for abandoned Goods, and You remain fully liable for all charges incurred up to and including the date of disposal, including storage, handling, disposal fees, penalties, and third-party costs.

#### **Overseas Agent Insolvency**

We are not liable for loss or delay caused by the insolvency or failure of overseas suppliers, agents or warehouses. Recovery, if possible, is at the Client's cost. No refund applies.

### **7. Charges and Payments**

**7.1 Variation of Work Required and Delay.** If the work You ultimately require Us to do varies from the work for which a quotation or estimate has been given, or if We are prevented from or delayed in undertaking the Services or any part thereof (except where that prevention or delay results from a factor within Our control) such as late payment on our payment terms, we will also be entitled to make reasonable additional charges. We will also be entitled to reimbursement from You of any amount which We have been required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.

**7.2 Overdue Invoices** – If amounts outstanding from You to Us are past our invoice due date unless alternative terms or term Extension has been granted in writing automatically enacts cause 7.1. A payment delay prevents us from undertaking the services within our quotation. you will be liable for any additional costs due to the delay, including payment late fees and All Third Party Provider fees or penalties. Recovery action will be taken with cargo to be transferred and stored until payment is settled; If payment is not received within 7 days of storage will enact Claus 6.8, 7.4 and 7.5

**7.2 Alteration of Dates.** If a date for the performance by Us of any Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.

**7.3 Payment by Third Party.** If You arrange with Us or instruct Us that Our charges are to be paid by a third party, and if that party does not pay the charges within 14 days of the date set for payment or, if no date is set for payment, within 14 days of the date of invoice, You agree to thereupon pay the charges.

**7.4 Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000 from time to time, calculated on monthly rests.

**7.5 Contractual Liens.** We or agents shall have a special and general lien on the Assets and a right to sell the Assets whether by public or private sale or auction without notice, for Fees, freight, demurrage, detention charges, duty, fines, penalties, salvage, average of any kind whatsoever and without limitation, any and all Debts, charges, expenses or other sums due and owing by the Customer or the Customer's principals, servants or agents. In addition, the lien shall cover the costs and expenses of exercising the lien including without limitation, the costs of sale and reasonable legal fees. We may SELL ALL OR ANY OF THE GOODS and exercise any other rights We have under clause 6.8 relating to the sale of the Goods and apply the net proceeds in satisfaction of the amount due.

### **8. Loss or Damage – Removals and Storage**

**8.1 Australian Consumer Law.** Except where the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, this agreement will be subject to the guarantees set out in sections 60, 61 and 62 of the Australian Consumer Law (as enacted as Schedule 2 of the Competition and Consumer Act 2010) being, in particular, a guarantee that the Services will be rendered with due care and skill, and the following conditions of this clause 8 will apply.

**8.2 Exclusions.** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers.

**8.3 Damage to Goods** – Inherent Risk. Certain goods (including electrical and mechanical appliances, computer equipment, scientific instruments, artifacts, pots, mirrors, statues, antique furniture and certain musical

instruments) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from a failure to exercise due care and skill on Our part, We will not be liable.

**8.4 Damage to Goods – Furniture Items.** If You have elected not to take out any insurance over furniture items whilst in transit or storage, We (or Our Subcontractor) will not be liable.

**8.5 Lost, Stolen or Misplaced Items.** If You have elected not to take out any insurance over the Goods whilst in transit or storage, We (or Our Subcontractor) Will not be liable.

**8.6 Notification of Loss or Damage.** You will be asked to sign an inventory or other documents at the conclusion of the transit and You are responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition. Any claim for loss or damage under this clause 8 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, as soon as possible and within a reasonable time after the date of delivery. We will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if that notification is given to Us within 2 working days.

## **9. Insurance**

### **Liability & Insurance Exclusion Clause**

9.1 We (or Our Subcontractor) shall not be liable for any loss, damage, or expense arising from insufficient or unsuitable packing, crating, or container stuffing. Furthermore, We assume no responsibility for any claims related to transit, handling, or delivery once the shipment has departed from the point of origin. Clients are advised to obtain independent insurance coverage for their goods during transit.”

9.2 Insurance is a standard exclusion on our quotations, We (or Our Subcontractor) Will not be liable for and damage or Loss.

9.3 Our Insurance. We offer to arrange for the Goods to be insured during transit and storage through our chosen insurance broker, and details of the type of insurance and the rates are set out in the PDS provided and/or will be provided on request. This insurance will only be arranged if You request Us in writing to do so (including by so indicating in your written acceptance of our quotation).

9.3 Other Insurance. You may, of course, arrange insurance with an insurer of Your choice.

## **10. Disputes**

10.1 Notification of Dispute. If You or We consider that a dispute has arisen in relation to this agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the agreement.

## **11. Variation and Notice**

11.1 Variation. The terms of these conditions can be varied at any time unless agreed prior by us or you in writing.

11.2 Notice. Any notice to be given by Us to be sent by prepaid post addressed to Your address last known to Us, or by facsimile to a facsimile number at that address, or by electronic mail.

## **12. Applicable Law**

12.1 The law which governs this agreement will be the law applicable in the place in which the agreement is made