



## TERMS OF SALE AND CONDITIONS OF CARTAGE

### (Cash Customers – No Credit Account)

#### Definitions

- (a) **'Carrier'** means LOCHERT BROS. PTY LTD, A.B.N. 73 007 629 094 trading as LOCHERT TRANSPORT and SPRINT FREIGHT AND LOGISTICS carrying on business in its own name or under any other business name. The expression 'Carrier' shall include its servants, agents, subcontractors and including railways operated by the Commonwealth or any State.
- (b) **'Customer'** means the party requesting the Services from the Carrier, being either the shipper, the owner of the goods or their authorized agent.
- (c) **'Consignor'** means the person or company tendering the goods for carriage.
- (d) **'Consignee'** means the person or company to whom the goods are officially sent or delivered.
- (e) **'Services'** means the whole of the operations undertaken by the Carrier in respect of the goods, including but not limited to packing, unpacking, road, rail, sea or air carriage, storage, freight forwarding, handling and any other services provided by the Carrier.
- (f) **'Goods'** means all goods, articles or items accepted for carriage.

#### 1. Cash Sale – No Credit Facility

- 1.1 All Services are supplied strictly on a **cash basis only**.
- 1.2 No credit account, deferred payment arrangement or ongoing credit facility is provided or implied under these Terms and Conditions.
- 1.3 The Carrier is not obliged to commence, continue or complete any Services unless **full payment** of all charges has been received in cleared funds.
- 1.4 Acceptance of these Terms does not create any entitlement to future credit.

#### 2. Privacy

- 2.1 The Customer acknowledges that the Carrier may collect and retain personal information reasonably required for the provision of Services.
- 2.2 Personal information will be used solely for:
  - (a) provision of Services;
  - (b) processing payments;
  - (c) compliance with legal and regulatory requirements.
- 2.3 No credit reporting, credit checks or disclosure to credit reporting bodies will be undertaken in relation to cash customers.
- 2.4 The Customer may request access to personal information held by the Carrier and request correction of inaccurate information.
- 2.5 The Carrier will handle all personal information in accordance with applicable privacy legislation.

#### 3. Price and Payment

- 3.1 At the Carrier's sole discretion, the Price shall be:
  - (a) as indicated on invoices provided by the Carrier; or
  - (b) as specified in the Carrier's current price list; or
  - (c) as quoted by the Carrier, provided the quotation is accepted within seven (7) days.
- 3.2 The Carrier reserves the right to vary the Price:
  - (a) where Services differ from those originally quoted or requested;
  - (b) where delays, waiting time, redirection, storage or additional handling occurs;
  - (c) due to increases in operating costs beyond the Carrier's control.



3.3 All variations shall be charged at the Carrier's applicable rates and may be invoiced separately.

3.4 The Carrier may require **full payment in advance**, on pickup, on delivery, or prior to release of Goods.

3.5 Time for payment is of the essence.

3.6 Payment may be made by cash, EFTPOS, credit card, electronic funds transfer, or any other method approved by the Carrier.

3.7 Credit card payments may incur a surcharge of up to **3% per transaction**.

3.8 The Customer shall not be entitled to set off or withhold payment for any reason.

3.9 Unless otherwise stated, Prices exclude GST, which shall be payable in addition.

#### **4. Default and Consequences of Default**

4.1 If payment is not made when due, the Carrier may:

- (a) suspend or withhold delivery of Goods;
- (b) place Goods into storage at the Customer's cost;
- (c) recover all costs incurred in relation to non-payment.

4.2 The Customer indemnifies the Carrier against all costs and disbursements incurred in recovering unpaid amounts.

4.3 The Carrier shall not be liable for any loss suffered by the Customer as a result of exercising its rights under this clause.

#### **5. Lien and Sale of Goods**

5.1 The Carrier has a **general and particular lien** over the Goods for all monies owing, including freight, storage, handling and recovery costs.

5.2 If amounts remain unpaid, the Carrier may, after reasonable notice, sell or otherwise dispose of the Goods and apply proceeds towards outstanding amounts.

5.3 Any surplus shall be returned to the Customer. Any shortfall remains payable.

#### **6. Not a Common Carrier**

6.1 The Carrier is not a common carrier and accepts no liability as such.

6.2 All Goods are carried subject only to these Terms and Conditions.

6.3 The Carrier may refuse carriage of any Goods at its discretion.

#### **7. Entire Agreement**

These Terms, together with any written quotation or instructions accepted by the Carrier, constitute the entire agreement between the parties.

#### **8. Consignment and Delivery**

8.1 Where the Carrier engages another carrier, it does so as agent for the Consignor.

8.2 Where forwarding is delayed due to instructions or circumstances beyond the Carrier's control, goods may be stored at the Customer's expense.

8.3 Freight is deemed earned upon dispatch, whether delivery is completed or not.

8.4 Waiting time exceeding fifteen (15) minutes for loading or unloading may be charged.

8.5 The Consignor remains liable for charges where the Consignee fails or refuses to accept delivery.

#### **9. Dangerous, Valuable or Special Goods**



9.1 The Customer must fully and accurately declare:

- (a) dangerous, hazardous, flammable, noxious or perishable Goods;
- (b) Goods of high value or requiring special handling.

9.2 Failure to declare entitles the Carrier to refuse, dispose of or take any action necessary at the Customer's cost and risk.

#### **10. Risk and Liability**

10.1 All Goods are carried **entirely at the Customer's risk**.

10.2 The Carrier does not insure Goods. Insurance is the responsibility of the Customer.

10.3 To the fullest extent permitted by law, the Carrier excludes all liability for:

- (a) loss, damage, delay, mis-delivery or non-delivery;
- (b) indirect or consequential loss, including loss of profit.

10.4 Where liability cannot be excluded by law, it is limited to the **Price paid for the Services**.

10.5 These exclusions apply notwithstanding any breach by the Carrier.

#### **11. Notice of Claims**

11.1 Any claim must be notified in writing within seven (7) days of delivery or expected delivery.

11.2 Failure to notify within this period releases the Carrier from all liability.

#### **12. Cancellation**

12.1 The Carrier may cancel Services prior to commencement without liability.

12.2 If the Customer cancels, the Customer is liable for all costs incurred and any loss suffered by the Carrier.

#### **13. Force Majeure**

Neither party shall be liable for failure caused by events beyond reasonable control including acts of God, industrial action, accidents, weather events or government action.

#### **14. Jurisdiction**

These Terms shall be governed by the laws of South Australia and the parties submit to the courts of South Australia.

#### **15. General**

15.1 Failure to enforce any provision does not constitute a waiver.

15.2 If any provision is unenforceable, the remaining provisions remain valid.

15.3 The Carrier may amend these Terms by written notice.

15.4 Each party warrants it has authority to enter into this agreement.

#### **Acceptance and Incorporation**

These **Terms of Sale and Conditions of Cartage (Cash Customers)** form part of every quotation and contract for Services provided by the Carrier.

The Customer is deemed to have accepted these Terms, without the need for signature, by:

- (a) requesting a quotation;
- (b) issuing any booking or delivery instruction;
- (c) tendering Goods for carriage; or
- (d) accepting or paying any invoice.