



ACEIT CUSTOMER TERMS

About these terms

1. These terms apply whenever we agree to carry goods for you, or to arrange for goods to be carried for you. They are the entire agreement between you and us about that carriage, and they replace all earlier terms between us, including our previous Standard Terms and Conditions and our previous Conditions of Carriage.
2. Part A applies to every customer. Part B applies only if we have agreed to give you credit, and where it applies, it applies in addition to Part A.
3. You accept these terms if any of the following happens:
 - a. you sign these terms, or sign an account application that refers to them;
 - b. you submit a booking through our online booking portal;
 - c. you click to accept these terms on our website; or
 - d. you ask us to carry goods, or to arrange for goods to be carried, after we have given you notice of these terms, including by publishing them on our website.
4. If there is any inconsistency between these terms and any other document, these terms prevail, unless we have signed a separate written agreement with you that says otherwise.
5. Which Aceit company you contract with:
 - a. if you hold an account with us, you contract with the Aceit company named in your account application;
 - b. if you do not hold an account with us, you contract with Aceit Transport Solutions Pty Ltd (ACN 109 953 746); and
 - c. only the Aceit company you contract with has any obligation or liability to you under these terms. The other Aceit company is not a party to these terms.
6. In these terms, we, us and our means the Aceit company you contract with under paragraph 5 above, and you and your means the person for whom we agree to carry goods or to arrange carriage.

PART A

Terms that apply to every customer

1. Our role as carrier or as your agent

- 1.1 We may carry the goods ourselves, or we may arrange for another carrier to carry them.
- 1.2 Where we carry the goods using a subcontractor we engage, we contract with you as principal and we are the carrier. You deal with us, and not with that subcontractor, in relation to the carriage.
- 1.3 Where we arrange for another carrier to carry the goods as your agent, which may be the case for regional and interstate services, and we tell you at the time of booking that another carrier will perform the carriage:
 - 1.3.1 the contract of carriage is between you and that carrier, on that carrier's conditions of carriage, although we remain your point of contact for the booking and you deal with us rather than with that carrier;
 - 1.3.2 our obligation to you is limited to exercising reasonable care in selecting and instructing that carrier and in passing on your instructions;
 - 1.3.3 we are not liable to you for any act or omission of that carrier; and
 - 1.3.4 we remain entitled to our charges for arranging the carriage.
- 1.4 You acknowledge that our fleet is made up of independent contractors, and that a carriage may be performed by a subcontractor we engage or by another carrier we arrange as your agent.
- 1.5 We will tell you, on request, whether a particular consignment was carried by us as principal or arranged by us as your agent.
- 1.6 We are not a common carrier in any capacity, and we accept no liability as a common carrier.

2. Bookings and our online portal

- 2.1 To book a carriage you must give us, in the form and detail we require, a description of the goods, the collection address, the time the goods are available for collection, the delivery address, your preferred means and time of delivery, and any other information we reasonably require.
- 2.2 You may book through our online booking portal (the Portal), by telephone, or by any other means we accept. Your use of our website and the Portal is also governed by our Website Terms of Use.
- 2.3 You are responsible for the accuracy of all information you enter into the Portal or otherwise give to us, including consignment details, dimensions, weight, dangerous goods classification and delivery instructions. We may rely on that information and we are not obliged to verify it. You are liable for all charges and any liability arising from information that is inaccurate or incomplete.
- 2.4 We do not have to accept a booking. We may impose any condition on our acceptance that we consider appropriate, and we may refuse to carry any goods.

3. Carriage

- 3.1 We carry the goods in the way we determine. We may depart from any usual route or method of carriage, including by any interstate or multimodal route, and we may comply with the orders, directions and recommendations of any Regulator at your risk and expense.
- 3.2 We may consolidate your goods with the goods of other customers.
- 3.3 We need not collect or deliver the goods at any particular time, whether specified by you or by us, and we are not liable for any delay.

- 3.4 You must arrange the loading and unloading of the goods at the collection address and the delivery address.
- 3.5 We do not provide a warehousing service. We may, however, hold goods for a short period where delivery cannot be completed, including overnight, and clause 5.3 applies.

4. The goods, packaging and dangerous goods

4.1 You warrant to us that:

- 4.1.1 you own the goods, or you are authorised by the owner to consign them to us;
- 4.1.2 you have described the goods fully and accurately, including their nature, weight and dimensions;
- 4.1.3 the goods are properly and safely packed for carriage, in the original manufacturer's packaging or its equivalent, and are adequately labelled;
- 4.1.4 you have complied with all applicable laws in connection with the notification, classification, description, labelling, packing, handling and carriage of the goods; and
- 4.1.5 you have arranged any insurance for the goods that you consider appropriate;
- 4.1.6 all duties, excises, taxes and other charges payable in connection with the goods have been paid; and
- 4.1.7 the consignment does not contain any explosive or volatile spirits, any offensive material, or anything that it would be unlawful or prohibited to carry.

4.2 We carry packaged dangerous goods only in the classes and on the conditions set out in Schedule 1. We do not carry dangerous goods in bulk. You must not consign dangerous goods to us except in accordance with Schedule 1, and you must tell us in writing before you do so.

4.3 You must tell us in writing before you consign goods that are perishable, temperature sensitive, fragile or that require any special treatment.

4.4 If we believe that goods are or may become dangerous, or are perishable and are deteriorating, we may destroy them, dispose of them or make them safe, at your cost.

4.5 If an identifying mark on any goods is lost, damaged or defaced, we may open any packaging, document or container to inspect the goods.

5. Delivery

5.1 We will deliver the goods to the delivery address you nominate.

5.2 The goods are delivered when we obtain any of the following: a manual or electronic signature; a photograph or other electronic proof of delivery; a record of delivery generated by our tracking, scanning or driver application systems; or other evidence that the goods have been left at the delivery address in accordance with your instructions.

5.3 If the delivery address is unattended, an appropriate person does not take delivery, there is no safe or adequate access, or delivery cannot otherwise be completed, we may leave the goods at the delivery address, hold the goods and attempt delivery again, or return the goods to you. Each of those is delivery for the purposes of these terms. You must pay our charges for holding, redelivering or returning the goods.

6. Charges, fuel levy and surcharges

6.1 Our charges are the rates and charges set out in the rate card we have given you or, if we have not given you a rate card, the rates and charges applying at the time of the carriage.

- 6.2 We may increase our rates and charges by giving you at least one (1) month's notice. We may give that notice on your invoices or by email.
- 6.3 Our charges include a fuel levy. The fuel levy is calculated by reference to a published index of average retail diesel prices for South Australia. We recalculate the fuel levy each week, and the fuel levy applying at the time of a booking applies to that consignment.
- 6.4 If that index ceases to be published, we may reasonably select an equivalent published diesel price index for South Australia, and we will tell you when we do so.
- 6.5 Our charges may also include surcharges and recoverable costs for road, port, airport, tolling, biosecurity, container detention, demurrage, dangerous goods, after hours delivery, residential delivery, hand unload, futile delivery, redelivery, waiting time and interstate carriage, and any other regulatory or third party cost we reasonably incur in connection with the carriage, including any new or increased charge imposed on us by a Regulator. The surcharges that apply to you are set out in your rate card.
- 6.6 We may base our charges on the weight, volume or distance of a carriage. We do not base our charges on the value of the goods.
- 6.7 The fuel levy and any surcharges applying to a consignment are included in the total price shown to you when you book through the Portal, and the fuel levy is shown as a separate amount, in dollars, on each invoice we issue to you.
- 6.8 We may change a quote at any time before you accept it. We may revise our charges to take account of any variation in the goods or the carriage, our errors, further charges to us by a subcontractor or another carrier, or further costs and expenses if they are greater than we anticipated.
- 6.9 If GST is payable on a supply under these terms, the amount payable for that supply is increased by the amount of the GST.

7. Payment

- 7.1 If we have not agreed to give you credit, you must pay our charges on or before we collect the goods.
- 7.2 Our charges become due when the goods are consigned to us.
- 7.3 You must pay all amounts to the bank account we notify to you, in cleared funds. We are not obliged to accept payment by cheque, and payment is not made until we receive cleared funds.
- 7.4 If you dispute an amount in an invoice in good faith, you must pay the amount that is not in dispute by the due date, and you must tell us in writing within ten (10) business days after the date of the invoice what you dispute and why. We will deal with the dispute promptly and in good faith. This clause does not affect our rights in relation to amounts that are not in dispute.
- 7.5 You must pay us on demand any liability, cost or expense we incur in connection with the goods, including any liability to a third party, taxes, the cost of complying with any law or with any requirement, direction or charge of a Regulator, the cost of loading, unloading, handling, holding, returning or redelivering the goods, the cost of opening, inspecting and repackaging the goods, the cost of destroying, disposing of or making the goods safe, damage to our property or to any person caused by the goods, and the cost of complying with any reasonable delivery, access or handling requirement of the recipient.

8. FreightSafe Warranty

- 8.1 We provide a warranty against loss of or damage to the goods during carriage, on the terms set out in Schedule 2 (the FreightSafe Warranty).
- 8.2 The FreightSafe Warranty is a contractual warranty that we give you. It is not a contract of insurance, and it does not replace any insurance that you should arrange for the goods.
- 8.3 The maximum amount payable under the FreightSafe Warranty for a consignment is the lesser of \$500 and the cost price of the goods.
- 8.4 A claim under the FreightSafe Warranty must be made in the way and within the time set out in Schedule 2. A claim under the FreightSafe Warranty is separate from any other claim you may have under these terms, and clause 10 applies to any other claim.
- 8.5 Schedule 2 sets out the goods and the circumstances that the FreightSafe Warranty does not cover, including dangerous goods unless we have accepted them in writing.

9. Liability and the Australian Consumer Law

- 9.1 The goods are at your risk at all times. You should arrange insurance appropriate for the goods and their carriage.
- 9.2 Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.
- 9.3 Where our liability for a failure to comply with a consumer guarantee cannot be excluded, and the services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability is limited, at our option, to supplying the services again or to paying the cost of having the services supplied again.
- 9.4 Subject to clauses 8, 9.2 and 9.3, we are not liable for any loss or damage:

- 9.4.1 to the goods, however caused;
- 9.4.2 arising from any delay in delivery, any failure to deliver, or any failure to deliver properly;
- 9.4.3 arising from any event beyond our reasonable control; or
- 9.4.4 to any person or property arising from any act or omission of ours,

including any loss or damage arising from our negligence, whether direct, indirect or consequential, whether in our contemplation or not, and whether arising in contract, tort or bailment. This clause does not exclude our liability for our own fraud or wilful misconduct.

- 9.5 If we are liable to you despite clause 9.4, our liability for a claim is limited to the charges you have paid us for the carriage out of which the claim arises. Our total liability under or in connection with these terms, across all claims, is limited to the charges you have paid us in the twelve (12) months before the first event giving rise to a claim.
- 9.6 This clause survives the termination of these terms and applies despite any fundamental breach of them.

10. Claims other than under the FreightSafe Warranty

- 10.1 You must give us written notice of any claim, with all relevant details, within:
 - 10.1.1 seven (7) days after delivery, where the loss or damage is apparent on delivery; or
 - 10.1.2 14 days after the date on which delivery was due, in any other case, including where the loss or damage is not apparent on delivery or where the goods are not delivered.

- 10.2 If you do not give us notice within those times, we may decline to consider the claim, to the extent permitted by law.

11. Indemnity

- 11.1 You indemnify us against any loss, cost or expense we incur as a result of:
- 11.1.1 your breach of these terms;
 - 11.1.2 any warranty you give under these terms being untrue;
 - 11.1.3 our exercise or attempted exercise of any right under these terms; or
 - 11.1.4 our incurring a liability to you or to a third party in connection with the goods.
- 11.2 You need not indemnify us to the extent that the loss, cost or expense was caused by our fraud, wilful misconduct, negligence or breach of these terms.
- 11.3 This indemnity is a continuing obligation and survives the termination of these terms.

12. Subcontractors and other carriers

- 12.1 We may engage subcontractors to carry the goods.
- 12.2 Every exclusion, limitation, defence, immunity and benefit given to us by these terms extends to, and may be enforced by, each subcontractor and each of their employees, contractors and agents. For that purpose we contract on our own behalf and as agent and trustee for each of them.
- 12.3 You must not deal with any of our subcontractors in relation to the carriage of the goods in a way that would induce the subcontractor to breach its contract with us.
- 12.4 We require each of our subcontractors to hold workers compensation insurance, third party vehicle insurance and all other insurance required by law. We hold group public liability insurance and group marine cargo insurance under which our subcontractors are covered while they carry goods for us.

13. Chain of Responsibility and interstate services

- 13.1 We provide services on an intrastate and an interstate basis. Where a consignment is or becomes an interstate consignment, additional transit times, surcharges and regulatory requirements may apply, and we may pass on to you any additional cost we reasonably incur as a result.
- 13.2 Where a heavy vehicle is used in connection with a consignment, you acknowledge that under the Heavy Vehicle National Law, and under the corresponding law of any State or Territory in which that Law does not apply, both you and we owe primary duties to ensure the safety of transport activities.
- 13.3 You must comply with all reasonable directions we give so that we can meet our obligations under those laws, including in relation to loading, restraint, mass, dimensions, fatigue management, speed and dangerous goods.
- 13.4 You must not ask or require us, or any driver, to do anything that would cause a breach of those laws.

14. Force majeure

- 14.1 If a party is prevented from or delayed in performing an obligation under these terms by a Force Majeure Event, that obligation is suspended for so long as, and to the extent that, the Force Majeure Event prevents or delays performance.
- 14.2 This clause does not apply to any obligation to pay money, which must be performed when due.

14.3 The affected party must notify the other party promptly, must take all reasonable steps to mitigate the effect of the Force Majeure Event, and must resume performance as soon as reasonably practicable.

14.4 If a Force Majeure Event continues for more than 30 days, either party may end the affected carriage by notice to the other, without liability for that termination.

15. Privacy

15.1 We collect, use and disclose personal information about you, your officers and any Guarantor for the purpose of providing our services, assessing and reviewing creditworthiness, exercising our rights and as otherwise set out in our Privacy Policy, which is available on our website.

15.2 You consent to that collection, use and disclosure, and you warrant that you have obtained all consents necessary from your officers and any Guarantor.

16. Notices and variation

16.1 A notice under these terms must be in writing. It may be given personally, by prepaid post, by email, or, in the case of a notice we give, by publishing it on our website.

16.2 A notice is taken to be given on delivery if delivered personally, five (5) business days after posting if sent by post, and at the time of sending or publication if sent by email or published on our website, unless the sender receives an automated message saying that the email has not been delivered.

16.3 We may vary these terms by giving you at least 30 days' notice, including by publishing the varied terms on our website. If you continue to use our services after that notice period, you accept the varied terms.

16.4 Clause 16.3 does not apply to a change in our rates and charges under clause 6.2, or to a change in the fuel levy under clause 6.3, each of which is dealt with in clause 6.

16.5 The current version of these terms is published on our website. We will give you a printed copy on request.

17. General

17.1 If you enter into these terms as trustee of a trust, you are liable under these terms personally as well as in your capacity as trustee.

17.2 A certificate signed by us setting out an amount you owe us is evidence of that amount unless you prove otherwise.

17.3 If any provision of these terms is void, illegal or unenforceable, that provision is severed and the remaining provisions continue to apply.

17.4 These terms are governed by the law of South Australia. You submit to the non exclusive jurisdiction of the courts of South Australia and of the courts that hear appeals from them.

17.5 You must not assign or otherwise deal with your rights or obligations under these terms without our written consent. We may assign or otherwise deal with our rights and obligations by giving you notice.

17.6 Each party must keep confidential the other party's non public commercial information disclosed in connection with these terms, except where disclosure is required by law or by a regulator, is made

to professional advisers or insurers under a duty of confidence, is made to a subcontractor or another carrier as reasonably necessary for the carriage, or the information is in the public domain otherwise than through a breach of this clause.

- 17.7** These terms, and any document signed alongside them, may be signed in counterparts, including electronically, and all counterparts together form one document.

PART B

Additional terms that apply only to account customers

18. When Part B applies

- 18.1 Part B applies only if we have agreed to give you credit. It applies in addition to Part A.
- 18.2 If you do not hold an account with us, Part B does not apply to you and you are not bound by it.

19. Credit

- 19.1 We may give you credit on the terms set out in your account application or otherwise notified to you. You must pay each invoice in full within the credit period we specify.
- 19.2 We may reduce or withdraw your credit limit by giving you notice. We will give you our reasons on request.
- 19.3 You authorise us to obtain information about you from your referees, your accountants and credit reporting bodies, and to give information about you to them, for the purpose of assessing and reviewing your creditworthiness, in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy.
- 19.4 You must give us the financial information we reasonably request, and you warrant that the information you give us is correct and not misleading.
- 19.5 You must tell us promptly of any change in your ownership or control, in your trading name, or in the directors of your company.
- 19.6 You must pay interest on any amount that is overdue and not in dispute, calculated daily at five per cent (5%) per annum above the Commonwealth Bank of Australia Overdraft Index Rate, from the due date until the date of payment, whether before or after judgment.

20. Security interest and the Personal Property Securities Act

- 20.1 You grant us a security interest in the goods and their proceeds, to secure all amounts you owe us.
- 20.2 These terms, together with your account application, are a security agreement for the purposes of the PPSA.
- 20.3 You must do all things we reasonably require, including giving us information, so that we can register and maintain that security interest on the Personal Property Securities Register.
- 20.4 To the extent permitted by section 115 of the PPSA, you waive your rights under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA, and your right to receive any notice or other document under the PPSA that may lawfully be excluded.
- 20.5 You and we agree not to disclose information of the kind described in section 275(1) of the PPSA, except as required by law or for the purposes of section 275(7)(b), (c) or (d).
- 20.6 You appoint each of our directors and our lawyers severally as your attorney, for the sole purpose of signing, lodging or registering any document, financing statement or notice required to register or maintain our security interest under the PPSA in the goods and their proceeds.

21. Lien

- 21.1 We have a general and continuing lien over all of your goods in our possession or control, and over their proceeds, for all amounts you owe us, whether in connection with those goods or with any other goods or services we have supplied to you.

- 21.2 If you do not pay us by the due date, we may, after giving you reasonable notice, hold the goods at your risk and cost, open any packaging, sell the goods and apply the proceeds against the amounts you owe us. You remain liable for any shortfall.
- 21.3 This clause does not affect the rights or obligations of any person under legislation dealing with unclaimed goods, including the Unclaimed Goods Act 1987 (SA) and the corresponding legislation of any other State or Territory.

22. Guarantee

- 22.1 This clause applies to each person who signs the guarantee in Schedule 3 (each a Guarantor). A person is not a Guarantor, and has no liability under this clause, unless that person has signed the guarantee in Schedule 3.
- 22.2 Each Guarantor unconditionally and irrevocably guarantees to us the due and punctual payment of all amounts you owe us, and must pay those amounts to us on demand, without set off, deduction or withholding.
- 22.3 Each Guarantor indemnifies us against any loss we incur because you fail to pay an amount when it is due, or because an amount is not recoverable from you.
- 22.4 A Guarantor's liability is not affected by anything that might otherwise release or discharge the Guarantor, including any variation of these terms, any time or indulgence we give you, or the release of any other Guarantor.
- 22.5 This guarantee is a continuing guarantee and remains in force until all amounts you owe us have been paid in full.

23. Default

- 23.1 Each of the following is a default:
- 23.1.1 you breach any of these terms;
 - 23.1.2 you have given us information that is false or misleading;
 - 23.1.3 you enter into, or resolve to enter into, any arrangement, composition or compromise with, or an assignment for the benefit of, any of your creditors;
 - 23.1.4 a liquidator, provisional liquidator, administrator, controller, receiver or receiver and manager is appointed to you or to any of your assets, or any step is taken towards such an appointment;
 - 23.1.5 you are wound up, or any step is taken towards winding you up; or
 - 23.1.6 you become bankrupt or commit an act of bankruptcy.
- 23.2 If a default occurs, and without limiting our other rights:
- 23.2.1 all amounts you owe us become immediately due and payable;
 - 23.2.2 we may suspend or withdraw your credit;
 - 23.2.3 we may suspend or refuse any further carriage;
 - 23.2.4 our rights under clauses 20 and 21 become immediately exercisable;
 - 23.2.5 we may set off any amount we owe you against any amount you owe us; and
 - 23.2.6 we may end this agreement by giving you notice.

Meaning of words

In these terms:

account application means the credit account application in Schedule 3 or in the form we use from time to time.

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

business day means a day that is not a Saturday, a Sunday or a public holiday in Adelaide, South Australia.

carry includes doing anything connected with carrying goods, including collecting, handling, consolidating, holding and delivering them, and carriage has a corresponding meaning.

dangerous goods means goods classified as dangerous goods under the Australian Dangerous Goods Code, and any goods that are volatile, inflammable, radioactive, explosive, noxious or otherwise capable of causing damage to persons or property.

Force Majeure Event means an event or circumstance beyond the reasonable control of the affected party that prevents or delays that party from performing an obligation under these terms, and includes an act of God, fire, flood, cyclone, earthquake or storm, war, armed conflict or terrorism, riot or civil commotion, an epidemic or pandemic, action by a government or a Regulator, and industrial action affecting third parties, but does not include a lack of funds, market or economic conditions, currency fluctuations, a foreseeable event that the affected party could reasonably have planned for, or any event caused or contributed to by the affected party's own act, omission or breach of these terms.

FreightSafe Warranty means the warranty set out in Schedule 2.

goods means the goods you consign to us to carry, and includes all packaging and pallets delivered with them.

Guarantor has the meaning given in clause 22.1.

Heavy Vehicle National Law means the Heavy Vehicle National Law as applied in the State or Territory in which the relevant transport activity occurs and, in a State or Territory in which that Law does not apply, the corresponding heavy vehicle or road transport law of that State or Territory.

Portal means our online booking portal.

PPSA means the Personal Property Securities Act 2009 (Cth).

rate card means the schedule of rates, charges and surcharges we give you when your account is opened, as varied under clause 6.2.

recipient means the person to whom you direct us to deliver the goods.

Regulator means any government, semi government or statutory authority, and any other body, including any privately owned operator of port, airport, rail, road or other infrastructure, exercising statutory, licensed or otherwise delegated public functions.

taxes means all taxes, levies, imposts, duties, fees, compulsory loans, withholdings and deductions, and any penalty or interest in relation to them.

subcontractor means any person, firm or company we engage to carry, handle or hold goods, and includes any related body corporate (as defined in the Corporations Act 2001 (Cth)) of ours.

In these terms, the singular includes the plural and the reverse; a reference to a person includes a firm, a corporation, a body corporate, an unincorporated association or an authority, and that person's employees, agents, executors, administrators, successors and assigns; includes and including do not limit what goes before them; and where two or more persons are a party, a reference to that party is a reference to each of them jointly and severally.

Schedule 1: Dangerous goods

This Schedule sets out the dangerous goods we carry and the conditions on which we carry them. It forms part of these terms.

1. What we carry

- 1.1 We carry packaged dangerous goods only. We do not carry dangerous goods in bulk, in tanks or in intermediate bulk containers.
- 1.2 Subject to this Schedule, we carry packaged dangerous goods in the following classes only:
 - 1.2.1 Class 2, gases, including refrigerants;
 - 1.2.2 Class 3, flammable liquids, being paint and related products, solvents and cleaning products; and
 - 1.2.3 Class 9, miscellaneous dangerous goods, being lithium batteries, including solar storage batteries.
- 1.3 We do not carry dangerous goods of any other class. If you wish to consign dangerous goods of another class, you must ask us in writing, and we may accept or refuse the consignment in our discretion.
- 1.4 We may refuse any consignment of dangerous goods for any reason.
- 1.5 Where a consignment must be carried as a placarded load, it will be carried by truck, and the vehicle will carry the permits, placards and safety equipment required by law.

2. Your obligations for dangerous goods

- 2.1 You must tell us in writing before you consign any dangerous goods to us, and you must identify the class, the UN number, the proper shipping name and the packing group.
- 2.2 You must comply with the Australian Dangerous Goods Code and with all applicable Commonwealth, State and Territory laws in relation to the classification, packaging, marking, labelling, placarding, documentation, segregation and transport of the goods.
- 2.3 You must give us a current safety data sheet for the goods and any transport document the law requires.
- 2.4 For lithium batteries, you must comply with the special provisions of the Australian Dangerous Goods Code that apply to them, including those relating to state of charge, short circuit protection, packaging and marking.
- 2.5 You must ensure that the goods are packed and labelled so that they can be carried lawfully and safely.
- 2.6 You indemnify us against any loss, cost, expense or penalty we incur as a result of your failure to comply with this Schedule.

3. Warranty and dangerous goods

- 3.1 The FreightSafe Warranty does not cover dangerous goods unless we have accepted the consignment in writing for the purposes of the FreightSafe Warranty. Our acceptance of a consignment of dangerous goods for carriage is not, by itself, acceptance for the purposes of the FreightSafe Warranty.

Schedule 2: FreightSafe Warranty

This Schedule sets out the FreightSafe Warranty. It forms part of these terms. Where this Schedule is inconsistent with Part A, this Schedule prevails in relation to a claim under the FreightSafe Warranty.

1. The warranty

- 1.1 We provide you with a warranty against loss of or damage to the goods during carriage and while the goods are in our possession or in the possession of a person we engage, subject to the limitations and exclusions in this Schedule.
- 1.2 The FreightSafe Warranty applies to all goods consigned on your account number, and to all cash sale consignments. A fee for the FreightSafe Warranty is included in our rates. It is not charged to you as a separate item. Where your rates do not include a fee for the FreightSafe Warranty, the FreightSafe Warranty may not apply to your consignments. Please check with us if you are not sure.
- 1.3 We decide whether a claim under the FreightSafe Warranty is approved. FreightSafe administers the claims process for us and tells you our decision. Our decision does not affect your rights under the Australian Consumer Law.

2. Making a claim

- 2.1 A claim under the FreightSafe Warranty must be made using the online claim form at <https://claimform.freightsafe.com/ace>.
 - 2.2 You must notify us of a claim within the following times:
 - 2.2.1 where the recipient has noted on the proof of delivery, or has records showing that they told us, that damage had occurred, within seven (7) business days after the date of delivery;
 - 2.2.2 where the recipient has acknowledged that the goods were delivered in good order and condition, within two (2) business days after the date of delivery; and
 - 2.2.3 where the goods are not delivered or are lost, within fourteen (14) business days after the expected delivery date.
 - 2.3 You may make only one (1) claim for each consignment.
 - 2.4 You must give us documentary evidence of the value of the goods that is acceptable to us, which may include the supplier's invoice or evidence of the actual cost of manufactured goods.
 - 2.5 We meet an approved claim by credit to your trading account. We do not make a cash payment under the FreightSafe Warranty.
 - 2.6 We may set the amount of an approved claim off against any amount you owe us.
- ### **3. Limits of the warranty**
- 3.1 The FreightSafe Warranty covers loss of or damage to the goods only. It does not cover any consequential loss or damage.
 - 3.2 The most that may be claimed for a consignment is the lesser of \$500 and the cost price of the goods, supported by documentary evidence acceptable to us.
 - 3.3 GST and freight charges are not included in calculating any amount payable, and any payment we make is exclusive of GST.

- 3.4 Where we pay a claim in full for damaged goods, we may take possession of the goods as salvage and dispose of them as we see fit.
- 3.5 For used or second hand goods, a valid claim is paid at the current depreciated market value of the goods, to a maximum of the amount in clause 3.2 of this Schedule.
- 3.6 If we determine that the condition of the goods after delivery was likely to be the condition they were in before carriage, a claim for damage will be declined.

4. What the warranty does not cover

4.1 The FreightSafe Warranty does not cover a claim:

- 4.1.1 where you are not the account holder, unless the consignment is on a cash sale basis;
- 4.1.2 where you do not submit the claim within the times set out in clause 2.2 of this Schedule;
- 4.1.3 where we hold an unendorsed proof of delivery for the consignment;
- 4.1.4 where the goods are currency, jewellery, precious metals, precious stones, antiques, works of art, drugs, weapons, living animals or plants, perishable goods, cigarettes, tobacco or tobacco related products, refrigerated goods, valuable documents, glass or glass related products, fragile items, pianos or personal household effects;
- 4.1.5 for dangerous goods, unless we have accepted the consignment in writing for the purposes of the FreightSafe Warranty;
- 4.1.6 where the goods were not packed in the original manufacturer's packaging or its equivalent, or where we reasonably consider the packaging to have been inadequate for transport;
- 4.1.7 where the goods were not adequately labelled, or no label existed on the consignment;
- 4.1.8 where we determine that the goods were defective before the carriage;
- 4.1.9 where the damage, mechanical failure or other operational defect could not reasonably have been caused by the carriage;
- 4.1.10 where our failure or delay was caused by an event of the kind described in the definition of Force Majeure Event;
- 4.1.11 where the goods were lost or damaged as a result of a derailment, collision or overturning; or
- 4.1.12 where the delivery address is a post office box, a roadside drop or a postal mailbox.

5. Changes to this Schedule

- 5.1 We may vary this Schedule by giving you notice in accordance with clause 16 of Part A.

Schedule 3: Account application and guarantee

This Schedule sets out the information we collect when you apply for a credit account, and the guarantee to be given by your directors or proprietors. It forms part of these terms.

1. Applicant details

- 1.1 Full legal name of the applicant, trading name, entity type (sole trader, partnership or company), ABN and ACN, years trading, and estimated monthly spend.
- 1.2 Address for pick ups, account address, and for each, a contact name, email address and telephone number.
- 1.3 Full name, residential address, email address and mobile telephone number of each director or proprietor.
- 1.4 The Aceit company with which the account is held, being Aceit Transport Solutions Pty Ltd (ACN 109 953 746) or Aceit Logistics Pty Ltd (ACN 654 038 338).

2. Applicant declaration and signature

- 2.1 By signing this application, the applicant applies for a credit account and agrees to be bound by the Aceit Customer Terms, as published on our website and varied from time to time in accordance with those terms. A printed copy is available on request.
- 2.2 Signed for and on behalf of the applicant by an authorised person: signature, full name, position held and date.

3. Guarantee and indemnity

- 3.1 Each person who signs guarantees the applicant's obligations to us on the terms of clause 22 of the Aceit Customer Terms and gives the indemnity in clause 22.3.
- 3.2 Each Guarantor confirms that they have read clause 22 of the Aceit Customer Terms, that they have had the opportunity to obtain independent legal advice, and that they enter into the guarantee freely.
- 3.3 Signed by each Guarantor in the presence of a witness: Guarantor signature, full name, residential address and date, and witness signature, full name and date.