



TERMS & CONDITIONS

Corporate Supplier

Transcorp Australia Pty Ltd (ACN-005 380 192)
ABN-97 822 949 072
Unit 2, 14 Akuna Drive
Williamstown North, Victoria 3016 Australia

Business Day

A day, other than Saturday or Sunday, during which banks are open for general banking business in Victoria Australia whose laws apply in the construction of this Contract

Contract

These terms and conditions:

- a. Constitute a contract between the Corporate Supplier and the Customer, which prevail over any other terms, and conditions that may be inconsistent or contrary to those contained in this document.
- b. Apply to any annexures or schedules attached, or forming part of the supply of the Goods & Services or the Optional Services by the Corporate Supplier to the Customer.
- c. Apply to the exclusion of all other agreements and prior representations, unless subsequently evidenced in writing by the Corporate Supplier and the Customer, and is the whole agreement between the Corporate Supplier and the Customer.

Coverage General Terms

Unless otherwise stated in writing by the Corporate Supplier, these terms and conditions apply to the provision or supply of the Goods & Services or the Optional Services by the Corporate Supplier, its employees, servants, agents and sub-contractors to the Customer where the:

- a. Customer places an order or request for the Goods & Services or the Optional Services, which either contain no terms and conditions of supply, or contains terms and conditions identical to those contained in this document, and
- b. Corporate Supplier accepts such an order or request

Customer

The person, firm, corporation, governmental or semi-governmental authority that seeks the Goods & Services or the Optional Services from the Corporate Supplier

Assignment

The Customer cannot assign the benefit of the rights under this Contract

Defined Words

For convenience, the first letters of words and expressions defined in this Contract are in capital letters. The absence of a capital letter does not alone imply that the word or phrase has a different meaning from that given by its definition.

Governing Law

The laws of Victoria govern these terms, conditions and Contract, and the Courts of Victoria Australia will hear, determine, and enforce proceedings to protect those rights, liabilities, or obligations.



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- Headings** Headings are for reference only, and do not affect the interpretation of these terms, conditions and Contract.
- Plural & Gender** Unless inconsistent with the subject matter or context, words importing one gender include the other gender and words importing the singular number include the plural number and vice versa. A person includes an individual, body corporate, partnership, and government.
- Successors & Assignees** The expression "Corporate Supplier" and "Customer" includes the respective parties and the respective trustees, executors, administrators or successors in title. This clause does not mean the Customer can assign any right under this Contract.
- Goods & Services** The Corporate Supplier provides or supplies to, or on behalf of the Customer:
- a The collection, removal, delivery, or carriage of furniture, equipment or similar items;
 - b The hire or sale of cartons, and
 - c The sale of packing materials
- Optional Services** The Corporate Supplier can provide or supply to, or on behalf of the Customer:
- a Pre-packing services
 - b Storage
- Description of Goods** The description of Goods stipulated on invoices or order forms is provided by way of identification only and the use of that description will together with these terms and conditions and the price payable constitute a contract of sale or hire by description for those Goods. Any description of any Goods in any brochure, document, or other sales literature used by the Corporate Supplier does not form part of any agreement between the Corporate Supplier and the Customer
- Price**
- a. Unless otherwise agreed by the Corporate Supplier and the Customer in writing the price of the Goods & Services or the Optional Services is that specified by the Corporate Supplier on invoices, order forms, price lists, or other documents.
 - b. Except as otherwise stated in writing by the Corporate Supplier the prices are GST exclusive.
 - c. Where the price specifically includes GST, it is calculated upon the rate ruling at the date of the quotation and any variation at the time of delivery is at the expense of the Customer.



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Price Variation

Subject to these terms and conditions, the Price is as quoted in writing by the Corporate Supplier, or varied due to a change in the Customer's Specifications. If a Price is not quoted then it is in accordance with the Corporate Supplier's current price list. Verbal quotations are, subject to written confirmation.

The Corporate Supplier reserves the right without notice to alter the Price of the Goods & Services or the Optional Services whether or not a deposit or part payment has been received by the Corporate Supplier for the Goods & Services or the Optional Services. The Corporate Supplier can invoice the Customer for any extra amount where the costs to the Corporate Supplier have altered due to circumstances beyond its control. This includes, without limitation, any variation in the Corporate Supplier's exchange rates, taxes, levies, imposts, duties, premiums, costs of local and imported goods, fuel, wages, labour conditions, outside services, rates of freight, tariff rate classification, fees or charges however designed, and to correct errors and omissions.

Payment Terms

Unless otherwise agreed in writing between the parties, the Customer will pay the Corporate Supplier, all stamp duty, delivery, carriage insurance, handling, storage and packaging and any other expenses:

- a For collection, removal, delivery, or carriage of furniture, equipment or similar items, upon collection by the Corporate Supplier;
- b For the hire or sale of cartons at the time of delivery of those Goods by the Corporate Supplier;
- c For the sale of packing material at the time of delivery of those Goods by the Corporate Supplier;
- d For Storage, upon collection by the Customer

Late Payment

If the Customer fails to comply with the Payment Terms, then:

- a The Customer will pay the Corporate Supplier a late payment charge of three per cent per month on all money from time to time for the supply Goods & Services or the Optional Services including all charges from time to time owing by the Customer, and
- b The Corporate Supplier reserves the right to discontinue or suspend the provision or supply of Goods & Services or the Optional Services to the Customer, and
- c The Corporate Supplier reserves the right to withdraw at any time any credit facilities extended to the Customer where payment is not received or where such other acts or omissions of the Customer are objectionable to the Corporate Supplier, and
- d Interest as set by the Reserve Bank cash rate target plus three per cent.



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Credit Accounts

Where a Customer opens an account with the Corporate Supplier, the Customer may be required to nominate referees or guarantors (acceptable to the Corporate Supplier) before credit trading is approved by the Corporate Supplier.

Enquiries

The Customer authorises the Corporate Supplier (its servants and agents) to make all credit inquiries to verify that the information given to the Corporate Supplier by the Customer and that the Customer can satisfy its commitments under these terms and conditions

Delivery Requirements

In the absence of specific instruction from the Customer, the Corporate Supplier can select the carrier and make such agreement with the carrier on behalf of the Customer.

The Corporate Supplier will endeavour to deliver (or provide services) within the Customers required delivery time, but subject to these terms and conditions is not liable for any loss or damage directly or indirectly sustained from any failure to deliver within such period. Except for the provision of Optional Services, time is not of the essence of this Contract and any delay shall not be the basis of the Customer's cancellation of this Contract.

The Corporate Supplier is not liable for any loss or damage resulting from any failure to give notice of any delay in delivery

The Corporate Supplier can deliver by instalments and in such circumstances; the Customer shall accept delivery by instalments.

Where in order to deliver or collect any goods, the Corporate Supplier or its carrier enters upon the Customers premises, the Customer shall provide full and safe access to the Corporate Supplier or its carrier. The Customer is liable for and will indemnify the Corporate Supplier and its carrier against the cost of all loss, damage to property and injury to persons; occurring directly or indirectly due to the failure by the Customer to ensure full and safe access.

Where the Corporate Supplier agrees to collect any goods from the Customer's premises, the Customer shall ensure that the goods are all available for collection at an easily accessible central point and that they are ready for loading at the time the Corporate Supplier arrives to collect them.

The Customer will ensure that someone is present on its behalf is present when the Corporate Supplier is loading or unloading, except if items are being unloaded into or loaded from store.



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Without a prior written agreement to the contrary with the Corporate Supplier, the Customer warrants that there are no 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. In the event of non-disclosure, the Corporate Supplier can on discovering such items refuse to remove or store such items, or take any action, including destruction or disposal that it considers necessary to protect the parties.

Before the Corporate Supplier commences the provision of its Services, or Optional Services, the Customer will provide written notice (which the Corporate Supplier must acknowledge receipt) of any fragile or brittle items that are not easily apparent, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment and that the value exceeds \$1,000.

The Customer will ensure that all items to be moved (other than items being removed from store) or stored are uplifted by the Corporate Supplier and that none is taken in error.

The Corporate Supplier is not bound to deliver to any person except the Customer (or a person authorised in writing by the Customer). If the Corporate Supplier cannot complete delivery because there is no authorised person to receive delivery, or the Corporate Supplier cannot gain access to the premises, or for any other reason beyond its control, the Corporate Supplier can unload the items into a warehouse for storage. The Corporate Supplier can then charge an additional amount for storage and for the subsequent re-delivery.

The Corporate Supplier is not liable or responsible for any loss or damage, cost or expense suffered by the Customer resulting directly or indirectly from any failure by the Corporate Supplier to fulfil any of these terms and conditions. This includes any obligation or liability for any damage to, or malfunction of any item supplied, if such failure, damage, or malfunction is due to any delay or other cause beyond the control of the Corporate Supplier.

Storage Requirements

In accepting the Customer's request to store items in its storage facilities, the Corporate Supplier has relied on the representations, acknowledgements, and warranties that the Customer:

- a Has the right to store items with the Corporate Supplier;
- b Has knowledge of the items stored with the Corporate Supplier;
- c Is the owner of, or is legally entitled to deal with the items stored with the Corporate Supplier;
- d The items stored with the Corporate Supplier do not contravene any laws;
- e Will pay storage fees based on actual volume;



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- f Will pay a handling fee for moving stored items;
- g Will pay an access fee for making stored items available for access;
- h Will (if necessary) pay a storeman's fee;
- i Will pay any additional charges by the Corporate Supplier in moving stored items to other premises;
- j Accepts the Corporate Supplier is a mere bailee, and
- k Accepts the Corporate Supplier can assert and claim a lien at common law and under the provisions Warehouseman's Lien's Act 1958 (as amended) over items stored for any unpaid money owing under this Contract and exercise to sell or dispose any items stored with the Corporate Supplier
- l Will not store any items that are dangerous, hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
- m Will not store items which are irreplaceable, such as currency, jewelry, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
- n Will give written Notice to the Corporate Supplier of any change of address or any other alternate contact person within two Business Days of the change;
- o Allow the Corporate Supplier to relocate stored items to another storage facility;
- p Will provide a minimum of five Business Days written Notice of its intention to remove the items from storage;
- q May seek access to the storage facilities to inspect or remove the stored items conditional on:
 - i) All money for the Goods & Services or the Optional Services is fully paid, and
 - ii) The Customer seeks access during business hours and the Corporate Supplier consents in writing, and
 - iii) Access or removal occurs under the Corporate Supplier's supervision and the Customer provides a written acknowledgment of items removed, and countersigned by the Corporate Supplier



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Hire Carton Returns

At completion of delivery, the Customer will return to the Corporate Supplier all cartons that have been hired to it. If the Corporate Supplier believes the cartons are otherwise than in the same condition as when they were delivered to the carrier or to the Customer and cannot be re-used, the Customer will pay a charge equal to the cost necessary to replace the cartons.

Non-Hire Returns

Where the Customer purchases cartons or packing materials, the Corporate Supplier has no obligation to accept any request for a return, or to issue a credit note.

Ownership of Cartons

Notwithstanding any credit granted to or anything contained in these terms and conditions to the Customer, the Corporate Supplier retains the full legal and beneficial ownership and title in, and to the cartons hired to the Customer.

The Customer will hold the hired cartons, as agent for the Corporate Supplier and the Customer shall store them separately and with the interest of the Corporate Supplier as owner clearly marked.

Any proceeds received by the Customer from a sale of the hired cartons will be held by the Customer as trustee for the Corporate Supplier. Where the proceeds of sale are less than the amount owing by the Customer to the Corporate Supplier, such proceeds shall be applied in part satisfaction to the invoiced price or until all money for the Goods & Services or the Optional Services is fully paid.

If the Customer defaults or fails to pay such amount to the Corporate Supplier, the Corporate Supplier can (without limiting any other rights or remedies) seize and repossess the hired cartons. The Corporate Supplier or its agents can enter any premises in, or which they believe the hired cartons to be located. If the hired cartons have been incorporated into other items, the Corporate Supplier can remove such the hired cartons from those items and is not responsible for any loss, or damage caused, or suffered by the Customer.

Cancellation

To the extent permitted by law, the Customer cannot without the Corporate Supplier's written consent cancel orders for Goods & Services or the Optional Services. The cancellation of any order can only occur on terms, which indemnify the Corporate Supplier against all loss.

Customer's Specifications

Changes to any specifications at the Customers request, either at the time of placing the order, or afterwards will only be accepted at the Corporate Supplier's discretion. Such changes will only take effect when agreed in writing by the Corporate Supplier and which can result in a Price Variation

Force Majeure

The Customer releases the Corporate Supplier from all and any liability in relation to, or occurring out of any failure or transaction in performance of its obligation due in part or in whole to any cause whatsoever beyond the Corporate Supplier's control.



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Responsibility

The Customer limits the Corporate Supplier's liability, and accepts that the Corporate Supplier is not:

- a. A common carrier, and is not liable as a common carrier;
- b. Obligated to quote for the carriage of goods for any particular Customer, and for the carriage of any goods or classes of goods;
- c. Liable for any loss, damage, or any delay caused beyond the Corporate Supplier's control;
- d. Liable for any loss, or damage due to defective, inadequate packing, or unpacking, not undertaken by the Corporate Supplier;
- e. Liable for any loss or damage to goods (including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments) that are inherently susceptible to suffer damage or disorder upon removal;
- f. Liable to the Customer, its servants or agents for any direct, indirect, incidental or consequential loss, injury or damages of any nature (whether in tort, contract, or otherwise). This includes loss of profits, production, sales opportunity, business reputation, direct or indirect labour costs and overhead expenses, damage to equipment or property or any other claim arising directly, indirectly, or in any way attributable to the performance of, or failure to perform this Contract whether resulting from the negligence of the Corporate Supplier, its sub-contractors, servants, agents or otherwise. This clause does not apply insofar as its applications are prevented by the Trade Practices Act 1974, or any other laws.

If the Customer is a "consumer" as defined in the Trade Practices Act, and the Goods & Services or the Optional Services being supplied are other than of a kind ordinarily acquired for personal, domestic, household use, or consumption, the liability of the Corporate Supplier for a breach of a condition or warranty implied by Section 69 Trade Practices Act, or any other legislation is limited at the Corporate Supplier's option to \$100 per item or package, or \$1,000 for all Goods & Services or the Optional Services moved or stored under this Contract (whichever is the lesser).

Waiver

Failure by the Corporate Supplier to insist on strict performance by the Customer of any terms and conditions is not a waiver.

In any event, it is not a waiver of the same terms and conditions on any subsequent occasion, and does not discharge the Customer from any obligations under these terms and conditions.

Liens

In addition to any lien to which the Corporate Supplier may be entitled by statute or common law, the Corporate Supplier will in the event of the Customer's non-payment of any money owing under this Contract, insolvency, bankruptcy or winding up have a general lien on all property whatsoever owned by the Customer, or held on its behalf, or a third party's behalf, in



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the Corporate Supplier's possession at the time.

Such lien will cover the unpaid Price of any Goods & Services or the Optional Services supplied by the Corporate Supplier to the Customer and any other charges that have arisen by the Late Payment.

Notice of Claim

The Customer will give the Corporate Supplier written Notice of any claim within two Business Days of the alleged loss or damage occurring.

The parties will rely on the estimate of the value of the items which the Customer provided, whether for the purposes of insurance or otherwise, which is prima facie evidence that the total value of the items did not exceed that estimate at the time of the alleged loss or damage.

Insurance

The Customer should obtain its own insurance that deals with transit, storage and other appropriate cover, or the Corporate Supplier can on the written request of the Customer arrange insurance coverage.

Subrogation of Rights

In the event the Corporate Supplier discharges any liability or makes any payment for loss of, damage to, or delay in delivery, the Customer assigns all rights it has under any policy of insurance to recover that amount, and irrevocably appoints the Corporate Supplier as attorney with full power to use its name to claim and recover that amount. The Customer will provide all assistance and will execute all documents and provide all information to enable Corporate Supplier to obtain the full benefit of this clause.

Notices

All notices will be in writing, and may be hand delivered, mailed, postage pre-paid, addressed to the postal address of either the Corporate Supplier or the Customer. Any such notice, demand, or account is deemed to have been received two Business Days after dispatch if sent by mail and on the next Business Day if delivered by hand or facsimile transmission

Voidability

The Customer accepts these terms and conditions are subject to any rights or obligations arising under any legislation. This Contract cannot operate to override any rights and obligations created by the Trade Practices Act. All implied conditions and warranties (statutory or otherwise) are excluded from this Contract insofar as they are capable of being excluded by agreement. Any terms or conditions that are void, voidable or repugnant to any Act, then this Contract is read as if that term or condition were deleted and the balance of this Contract remains enforceable