



TRANSPORT AND CRANE SERVICE CONDITIONS

1. in these conditions:

"Contractor" means Overdimensional Lift & Shift Pty Ltd (ABN 65 348 821 471) and/or subsidiary and/or trading companies and includes any subcontractors, servants or agents and their employees.

"Goods" means all wares, merchandise. Plant, machinery and articles of every description and includes packages, crates, cases and contents thereof of whatsoever kind or description.

"Client" means any person tendering the "Goods" for handling, lifting, placing, storage and/or carriage, and any other person entitled to make a claim in respect of loss of or damage to the "Goods" and any person requesting the crane service, including but not limited to owners, contractors and sub-contractors, hirers, servants or agents and their employees and representatives.

2. The person who signs and/or accepts these Conditions expressly warrants that they are authorised to do so and are accepting these Conditions on their account and/or as the agent for all other parties who have ownership or a claimable interest in the "Goods". These Conditions shall be binding and may not be varied between the parties except in writing and signed by both parties prior to any handling, lifting, placing, storage and/or carriage of "Goods". No order implying alternative conditions will be accepted or applicable.

3. These Terms and conditions shall apply to the exclusions of all others including any Terms and Conditions of the Client (whether on the Clients order form or otherwise). The Client acknowledges that these Terms and Conditions embody the whole agreement between the parties and agrees to be bound by them.

4. The "Contractor" is not a common carrier and does not accept the obligations or liabilities of common carriers. The "Contractor" may refuse the handling, lifting, placing, storage and/or carriage of "Goods" for any person, the handling, lifting, placing, storage and/or carriage of any class of "Goods" and will not handle, lift, place, store and/or carry "Goods" at all except upon the terms and conditions herein stated.

5. All "Goods" are handled, lifted, placed, stored and/or carried entirely at the risk of the "Client". The "Contractor" shall not be liable for any loss of or damage to the "Goods" of whatsoever kind or howsoever occasioned at any time, including failure to deliver, consequential loss, delay or loss of temperature, whether caused by any acts, defaults, negligence or wilful misconduct of the "Contractor" or otherwise. The exclusion clauses remain effective even where there is a fundamental breach of the Transport and Crane Service Conditions by the "Contractor".

6. The "Contractor" shall have full liberty to arrange with any other person or company to undertake the handling, lifting, placing, storage and/or carriage of the "Goods" and/or provision of the crane service and such person or company and their servants, agents, employees and representatives shall be entitled to the benefit of these conditions to the same extent as the "Contractor".

7. "Goods" of noxious, inflammable, hazardous, dangerous or explosive nature shall not be tendered to the "Contractor" without prior full disclosure of the nature of the "Goods" and may be handled, lifted, placed, stored and/or carried only by special agreement. If any such "Goods" be tendered otherwise, the "Client" shall be liable for any loss or damage occasioned either directly or indirectly to or by the "Contractor" or any other person or party.

8. Where the "Client" has supplied the weight and/or dimensions of the "Goods" and the "Contractor" has relied on such declared weight and/or dimensions, then the "Client" shall be responsible for all extra cost and risk incurred by the "Contractor", and shall be liable for any loss or damage occasioned either directly or indirectly to or by the "Contractor" by reason of the "Contractor" having relied upon such declared weight and/or dimensions.

9. The "Client" will be and will remain responsible to the "Contractor" for all the proper charges incurred in respect of the handling, lifting, placing and/or carriage of the "Goods" or provision of the crane service. Any claims for credit will not be recognised after 14 days from the date of invoice.

10. Unless otherwise agreed in writing to the contrary, the "Client" will pay the hiring charges at the rate referred to in the "Contractors" current price list at the time at which the hiring commences, calculated on the time from which the "Contractors" equipment leaves the depot until it returns to such depot. The rate or rates specified overleaf are for a notional working day of 8hrs between 7.00am and 3.30pm Monday to Friday inclusive. If the equipment is worked outside these hours, additional charges will be payable by the "Client" in accordance with the "Contractors" current price list.

11. Where a vehicle or vehicles have to vary the agreed route for the delivery or collection of "Goods" due to any circumstances beyond the control of the "Contractor", including but not limited to "force majeure" or are delayed by any cause beyond the control of the "Contractor" or where the delay is caused by the "Contractor" obeying instructions, both actual and implied, given by the "Client" or a Statutory Authority, the cost of any such variation or delay shall be to the "Client" 's account. Where a vehicle is bogged whilst obeying instructions, both actual and implied, given by the "Client" or a Statutory Authority the cost of recovering the vehicle from the bog shall also be to the Client's account.

12. Any costs including the "Contractor" 's legal costs, commissions or debt collecting fees involved in the recovery of this debt or any outstanding debts shall be to the "Client" 's account. The client agrees to pay any costs on an indemnity basis. The costs shall include costs associated with the recovery of the debt(s) including legal costs and the client agrees to pay the costs within 14 days of being requested to do so.

13. The "Client" hereby grants the "Contractor" a charge over any land owned by the "Client" or in the case of a Company, the Company Directors, which charge shall subsist until such time as all monies due by the "Client" to the "Contractor" have been paid. This provision shall apply notwithstanding that there may exist a dispute between the "Client" and the "Contractor" as to the payment of any such monies and it is hereby agreed that any charge herein created shall constitute a coveable interest and entitle the "Contractor" to lodge and retain a caveat on the title to the land until the payment of all monies due by the "Client" to the "Contractor" have been paid. The "Client" specifically agrees that in any court proceedings the "Client" shall be stopped from asserting that the "Contractor" does not have a coveable interest in the land while monies remain or are alleged to remain due from the "Client" to the "Contractor".

14. The "Client" agrees that the "Contractor" shall not be liable for liquidated damages or any loss, nor for consequential loss under any circumstances, and further that the "Client" shall pay all monies without retention which shall be paid promptly upon demand. The "Client" also agrees that any monies outstanding shall attract an interest rate of 2% per month from the date of the invoice until such amount is paid in full.

15. These Transport and Crane Service Conditions apply only insofar as they are not contrary to the Australian Consumer Law and Fair Trading Act 2012, the Competition and Consumer Act 2010 and any other applicable legislation.

16. The proper Law of all contracts arising between the Contractor and the Client is the law of the state of Victoria and the parties agree to submit to the jurisdiction of the courts of that state.

17. The Contractor shall not be responsible for any delays, inconvenience or loss of any kind whatsoever incurred by the Client due to any accident or breakdown or defect in the crane or any part thereof or from any other cause whatsoever.

18. The client acknowledges that it has been provided with an opportunity to obtain independent legal advice prior to executing these service Conditions.