

NAGLE BROS TRANSPORT PTY LTD

TERMS & CONDITIONS OF CONTRACT

The following TERMS and CONDITIONS are an extract from the STANDARD TERMS & CONDITIONS OF CONTRACT of the Carrier.

The Carrier is NOT A COMMON CARRIER and will accept no liability as such. All Goods are carried and all storage and other services are performed by the Carrier subject only to these conditions and the Carrier reserves the right to refuse the Carriage of Goods for any person, corporation or company and the Carriage of any class of goods at its discretion.

The Carrier is authorised to deliver the Goods at the address nominated by the Customer. If neither re-delivery nor pick up by the Receiver can be effected within 7 days, the Carrier may return the Goods to the Customer. The Carrier may release the Goods to any person who presents himself to the Carrier as the Customer, its agent or accepts the Goods on behalf of the Customer.

The Customer warrants that the Goods are accurately described, and that the correct weight and specifications have been provided on the consignment note or in the Carrier's electronic system. The Customer acknowledges that if it does not comply with these conditions, the Carrier may charge an additional fee to facilitate compliance of these conditions and also acknowledges that the Carrier reserves the right not to carry any non-compliant Goods. The Carrier may reject Goods that have not been sufficiently packaged or appear to have a risk of being damaged.

The Customer may request that the Carrier provides the Services in a particular way (whether in relation to means of carriage, place of storage or otherwise). Whilst the Carrier may agree to take reasonable steps to comply with such requests, it reserves the right to provide the Services in the way it reasonably considers appropriate in the circumstances.

The Customer is liable to the Carrier for all charges, including but not limited to credit or debit card charges, fuel allowances, administrative fees and third-party costs incurred for any reason in the provision of the Services. All charges are non-refundable or transferrable and must be paid in accordance with the Carrier's payment terms and conditions. The Carrier reserves the right to charge a monthly fuel allowance. The calculation of the fuel allowance will vary on a monthly basis in accordance with the terms listed on the Carrier's website. Customers should refer to the Carrier's website in relation to any additional fees or charges that may be applicable in relation to the Services. The customer acknowledges that the Carrier has a lien on the Customers Goods and all other related items of the Customer in the custody or control of the Carrier for any monies owing to the Carrier in connection with the Goods or Services. All fees incurred by the Carrier for outstanding monies eg. Debt Collection will be at the cost of the Customer.

It should be noted that these Terms & Conditions are subject to alteration from time to time without notice and customers should ensure they refer to our website www.nagletrans.com.au