Alpha Trucking Pty Ltd – Standard Trading Terms & Conditions

Version 1.3 · 25 November 2026

> **IMPORTANT NOTICE.** Alpha Trucking's liability is limited (clause 8). Our Charges are set on the basis that our liability is limited and the Goods travel at your risk. Alpha does not insure your Goods unless you request transit insurance by email before collection (clause 16); otherwise you are responsible for insuring them. Each booking is a warranty that you hold public liability insurance of at least $20 million unless you have told us otherwise (clause 6). Claims must be emailed to claims@alphatrucking.com.au within 24 hours of delivery (clause 10).

These Conditions apply to the provision of all Services by Alpha Trucking Pty Ltd ACN 662 204 846 to the Customer.

1. Definitions

In these Conditions:

Additional Charges means any charge arising from the Services actually performed or requested, including surcharges, re-weigh or re-measure, waiting, redelivery, futile pickup, futile delivery, return to sender, tailgate, hand unload, residential delivery, redirection or change of pickup or delivery address, regional, remote, farm and yard surcharges and WA, NT and other zone surcharges (based on the carrier's postcode surcharges), manual handling, repacking, re-palletising and restacking, labelling and relabelling, storage, Fuel Levy, and for over-dimensional or heavy loads, permits, pilot or escort vehicles, route surveys, detours and fees imposed by any Authority, passed on at the carrier's cost;

Agreement means these Conditions and the terms of any contract or agreement incorporating or subject to them;

Alpha Trucking or **Alpha** means Alpha Trucking Pty Ltd (ACN 662 204 846), its successors and assigns and includes, in respect of any right or entitlement of Alpha Trucking under this Agreement, its Personnel and Subcontractors;

Australian Consumer Law means the Australian Consumer Law at Schedule 2 of the Competition and Consumer Act 2010 (Cth);

Authority means any government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;

Business Day means a day that is not a Saturday or Sunday or public, special or bank holiday in Sydney, New South Wales or any place in which any relevant part of this Agreement is performed;

Carriage means carriage by vehicles and conveyances of all kind including acts in furtherance of an act of carriage by another or a specific means, whether by air, sea or land transport;

Carrier means any party involved in the carriage of Goods whether by air freight, sea freight or land transport;

Charges means any and all amounts set by Alpha Trucking and payable by the Customer in respect of or arising from the provision of the Services, as notified to the Customer in Alpha Trucking's quotation or other agreed rates, and any Additional Charges;

Claim includes any claim, notice, demand, costs (including legal costs and expenses), debts, dues, liabilities, damages, losses, taxes, duties, fees, suits, action, demands, proceeding, litigation or judgment, however it arises and whether pursuant to tort, contract, equity or legislation;

Collateral means all Goods and any documents relating thereto, all other present and after acquired property of the Customer of any kind, and all proceeds relating to the same;

Conditions means these Terms and Conditions;

Consequential Loss means any special or pure economic loss, expense or damage, including loss of production, profit, use or opportunity, loss of market, loss of sale, whether direct or indirect, suffered by a party or a third person as a result of any act or omission of a party arising from or in connection with this Agreement;

Consumer Contract means a contract between Alpha Trucking and the Customer for a supply of Services to a Customer that is an individual and whose acquisition of the Services is wholly or predominantly for personal, domestic or household use or consumption;

Container includes any container, flexitank, trailer, transportable tank, flat, pallet or any article of transport used to carry or consolidate the Goods and any equipment of or connected thereto;

CoR Laws means any laws in relation to safety concerning the carriage of goods by road, including as to mass, dimension, load restraint, speed, fatigue and vehicle standards, roadworthiness and maintenance and including the HVNL;

Customer means the person with whom Alpha Trucking agrees to provide the Services and includes, in respect of anything done or to be done by the Customer, the Customer's Personnel;

Customs means the Australian Customs and Border Protection Service and includes, where applicable, its Chief Executive Officer;

Damage means any loss of, damage to, deterioration of, or misdelivery of, or non-delivery of, or delay in delivery of the Goods and any other loss or damage arising therefrom or in relation to this Agreement;

Dangerous Goods means any Goods which are dangerous, hazardous or damaging, including Goods which are or may become of a dangerous, inflammable, radioactive or damaging nature, Goods likely to harbour or encourage vermin or other pests and Goods the carriage, handling or storage of which is illegal, prohibited or otherwise regulated by any Laws;

Dispute means any dispute or disagreement arising out of or in relation to this Agreement, including as to its formation, terms, performance, non-performance or breach, but does not include its termination or purported termination;

Excluded Goods means cash, currency, securities and negotiable instruments; bullion, coins, precious metals and stones, jewellery; antiques, works of art and collectables; valuable or vital documents; firearms, weapons and ammunition; drugs and illegal goods; alcohol, cigarettes and tobacco; living animals, livestock, horses, birds and plants; human tissue or blood; refrigerated, temperature-controlled or perishable goods; household and personal effects (including removals); used or second-hand goods; glass, mirrors and white goods; non-flat-pack furniture; musical instruments; motor vehicles and motorbikes, and bicycles or solar panels unless crated; aircraft and parts; nuclear, radioactive and regulated waste; and Dangerous Goods not declared and accepted in writing;

Excluded Interest means any of the interests set out in section 8 of the PPS Act or any interest that is not a security interest but encumbers the Goods;

Force Majeure Event means any event, cause or occurrence outside a party's control and not caused or contributed to by it and which is not able to be avoided or overcome by due diligence, including strike; lockout; labour dispute or shortage; interruption in the supply of essential services, utilities or infrastructure; trade dispute; fire; breakdown; flood; serious inclement weather; cyclone; natural disaster; earthquake; lightning; explosion; accident; road or rail closure; rail derailment; wharf delays; act or omission of air traffic control; act of god; act of war; act of public enemies; terrorist acts; sabotage; epidemic; pandemic; quarantine restriction; riots and civil commotion; Carrier schedule change; Subcontractor or Carrier cancellation, withdrawal or delay in providing any aspect of the Services;

Fuel Levy means the fuel levy applied by the carrier at the date of pickup;

Goods means any goods accepted from or on behalf of the Customer, together with any other goods, Containers, packaging or dunnage supplied by or on behalf of the Customer which are the subject of the Services;

High-Value Goods includes cash, bullion, coins, securities, negotiable instruments, precious metals, gemstones, jewellery, collectibles, original artworks, antiques, irreplaceable items, processed tobacco, electronics, luxury goods and bottled spirits;

HVNL means the Heavy Vehicle National Law and Regulations and any other laws of any State or Territory which give effect to any of them, Road Traffic (Administration) Act 2008 (WA) and Road Traffic (Vehicles) Act 2012 (WA) and any similar laws in any State or Territory and any replacement or modification of any of the foregoing;

Incidental Matters means anything done or to be done in relation to the Goods or the provision of any Services ancillary to the Goods including but not limited to moving, storing or leaving the Goods at any warehouse, terminal, yard, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods or fumigating, transhipping, inspecting or otherwise handling the Goods or anything done in relation thereto;

Laws means any laws, regulations or guidelines of the Commonwealth of Australia, any of the States, Territories or Municipalities of Australia, or of any country from which, through which or into which the Goods are carried and including, without limitation all regulations, ordinances and directions made pursuant to the Laws and any successor Laws;

OHS Laws means any work health and safety or occupational health and safety legislation, regulations or guidelines, codes of conduct or policies of the Commonwealth of Australia or any of the States, Territories or Municipalities of Australia;

Packaging Guidelines means the FreightInsure Packaging Guidelines, as published on freightinsure.com at the time of booking;

Paid means that cleared funds have been received in Alpha's bank account; a remittance advice, a forward-dated or scheduled payment, or a promise to pay is not payment;

Person includes any person, firm, corporation, governmental authority or state or federal government;

Personnel means, in relation to a party, any of its officers, employees or agents;

PPS Act means the Personal Property Securities Act 2009 (Cth);

PPSR means the Personal Property Securities Register established under the PPS Act;

Services means any services to be supplied by Alpha Trucking to the Customer in accordance with the terms of this Agreement, which may include but are not limited to arranging the transport of Goods, freight and customs brokering and administration;

Small Business Contract has the meaning given in the Australian Consumer Law;

Subcontractor means, in relation to a party, any contractor, subcontractor, carrier, consultant or representative, at any level, engaged to perform all or any part of the Services on behalf of that party;

Taxable Supply has the meaning given to it in the GST Act;

Transport Activities has the meaning given to it in the HVNL;

Transport and Journey Documentation means any Transport Documentation or Journey Documentation as defined in the HVNL;

Value of the Goods means the price the Customer (or the owner of the Goods) actually paid for them, as shown on the purchase or supplier invoice, excluding GST, freight, profit, and any loss of sale or other Consequential Loss.

2. Interpretation

In these Conditions:

(a) words importing the singular will include the plural and vice versa and any word or expression defined in the singular has the corresponding meaning if used in the plural and vice versa;

(b) a reference to any act or statute or regulation will include a reference to any amendment, re-enactment or extension thereof or any statutory or regulatory provision that may be substituted from time to time;

(c) references to any deed, document, instrument or other writing will be deemed to include references to the deed, instrument or other writing as varied or supplemented from time to time;

(d) where any party to the Agreement is comprised of more than one person or entity then those people or entities will be bound jointly and each of them will be bound severally by the terms of the Agreement;

(e) headings are for ease of reference and do not affect the interpretation of the Agreement;

(f) a reference to a party includes a reference to that party's heirs, executors, administrators, successors and assigns;

(g) words importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;

(h) a provision of the Agreement must not be construed to the disadvantage of any person merely because that person was responsible for the preparation of it or its inclusion in the Agreement;

(i) all amounts in these Conditions, quotes, invoices and the Credit Application are in Australian dollars (AUD) and exclude GST, unless stated otherwise. Declared values must also be stated in AUD.

3. Application of terms

(a) These Conditions apply to the provision of all Services by Alpha Trucking to the Customer, whether gratuitous or not. All agreements for provision of Services, whether implied, oral or in writing, are entered into by Alpha Trucking subject to these Conditions, unless expressly excluded in writing by Alpha Trucking. Booking, requesting or accepting a quote, confirming a booking, allowing collection of the Goods, paying any Charges, opening or using a credit account, using Alpha's booking portal, or tendering Goods for collection is acceptance of these Conditions as current at that time.

(b) The Customer warrants that it is either the owner or authorised agent of the owner and any other person having any interest in the Goods and is authorised to and does accept these Conditions on behalf of all such persons. The breach of these Conditions by any such persons will be deemed to be the breach of the Customer.

(c) Every exemption, limitation, defence, immunity, warranty, right of indemnity or other benefit contained in these Conditions to which Alpha Trucking is entitled will also be available and extend to protect and/or benefit all Personnel and Subcontractors of Alpha Trucking and Alpha Trucking enters into this Agreement as trustee for all such persons.

(d) No agent or employee of Alpha Trucking has the authority to waive or vary these Conditions unless Alpha Trucking approves such waiver or variation in writing. Any forbearance by Alpha Trucking in enforcing the Conditions does not constitute a waiver. If Alpha Trucking waives a breach of a Condition, the waiver does not operate as a waiver of another breach of the same or any other Condition or as a continuing waiver.

(e) These Conditions are to be read in conjunction with any consignment note, agreement, airway bills, bills of lading, manifests, credit agreement or any other forms provided by Alpha Trucking to the Customer. If there are any inconsistencies between these documents, then the terms and conditions contained in this document will prevail, subject to clause 3(f).

(f) **Special terms.** Any special terms that Alpha states in writing in a quote or booking confirmation for a specific job apply to that job only, in addition to these Conditions. If a special term conflicts with these Conditions, the special term prevails for that job only. All other provisions of these Conditions continue to apply.

(g) **Online portal.** Alpha's online booking portal is provided through third-party software, and these Conditions may not be displayed in it. Every booking made through the portal is made under these Conditions, and making a booking is acceptance of them. Goods booked through the portal are not insured unless the Customer requests transit insurance from Alpha in writing for that consignment before it is collected.

(h) **Credit account customers.** If the Customer has a credit account with Alpha, these Conditions apply to all bookings from the date the Customer receives them. If the Customer wishes to remove or change any provision, or disagrees with any part of these Conditions, it must email claims@alphatrucking.com.au, and Alpha will review the request. Bookings made and performed while the request is under review are made under these Conditions until Alpha and the Customer agree a resolution in writing.

4. Provision of Services

4.1 General

(a) Subject to any mandatory Laws not able to be excluded, Alpha Trucking will provide the Services in accordance with these Conditions.

(b) Alpha Trucking is not a common carrier and accepts no liability as such.

(c) Alpha Trucking may perform all or any part of the Services using one or more Subcontractors. The Customer must not bring any claim against Alpha's Subcontractors, servants or agents (see also clause 10(d)).

(d) All Services and activities are provided by Alpha Trucking as agents except in the following circumstances where Alpha Trucking acts as principal:

(i) where Alpha Trucking performs any carriage, handling or storage of Goods but only to the extent that the carriage is performed by Alpha Trucking itself or its servants and the Goods are in the actual custody and control of Alpha Trucking; or

(ii) to the extent that Alpha Trucking expressly agrees in writing to act as a principal; or

(iii) to the extent that Alpha Trucking is held by a court of law to have acted as a principal.

(e) Without prejudice to the generality of clause 4.1(d):

(i) the charging by Alpha Trucking of a fixed price for a service or services of whatsoever nature shall not in itself determine or be evidence that Alpha Trucking is acting as an agent or a principal in respect of such service or services;

(ii) the supplying by Alpha Trucking of its own or leased equipment shall not in itself determine or be evidence that Alpha Trucking is acting as an agent or a principal in respect of any carriage, handling or storage of Goods;

(iii) Alpha Trucking acts as an agent where Alpha Trucking procures a bill of lading or other document evidencing a contract of carriage between a person, other than Alpha Trucking, and the Customer;

(iv) Alpha Trucking acts as an agent and never as a principal when providing services in respect of or relating to customs requirements, taxes, licences, consular documents, certificates of origin, inspection, certificates and other similar services.

(f) No request for Services submitted by the Customer is deemed to be accepted by Alpha Trucking unless and until confirmed in writing by an authorised representative of Alpha Trucking. Alpha Trucking reserves the right to accept or reject (in whole or in part), in its absolute discretion, any request for Services received by it from the Customer, including any job at a remote location or with non-standard access. Alpha Trucking will not be liable for any Claim or Damage the Customer may suffer as a result of any acceptance or rejection.

(g) **Cancellation.** The Customer may cancel an accepted booking by written notice. If it cancels before pickup, it must pay a cancellation fee of the higher of $55 plus GST or 2.5% of the quoted Charges for that consignment. If it cancels after pickup (or once the driver has arrived at the pickup location), it must pay the full Charges plus any return costs.

(h) **Quotes.** A quote is based on the information given by the Customer at the time and is valid for 7 days unless Alpha states otherwise. Alpha may withdraw or change a quote at any time before it is accepted. If the Goods, addresses, dates or other details differ from those given, Alpha may re-quote or charge the difference.

(i) **Verbal bookings.** Bookings and changes should be made in writing (email or Alpha's booking portal). Alpha is not liable for any error in a booking or instruction given verbally or by phone. Alpha's written booking confirmation is taken to be correct unless the Customer notifies Alpha in writing of any error before collection, and any cost from an uncorrected error (including redelivery, extra vehicle or waiting time) is payable by the Customer.

(j) **Phone instructions.** Alpha may, but is not obliged to, act on instructions given by telephone or other verbal means (including to hold, redirect, change or cancel a consignment) by any person who appears to Alpha to

be authorised by the Customer. The Customer is bound by those instructions and must pay any resulting Additional Charges. Alpha's records of an instruction, including call logs and system or CRM notes, are evidence of the instruction unless the Customer proves otherwise. Alpha is not liable for acting in good faith on such an instruction or for any misunderstanding of it. If the Customer requires a written record, it must confirm the instruction to Alpha by email.

(k) **Instructions from other parties.** Alpha may act in good faith on instructions from the consignor, the consignee or any person who appears to be in control of the Goods, including requests for redirection, tailgate, redelivery, late pickup, waiting, manual handling, labelling or relabelling. The booking Customer is liable for the resulting Charges without prior approval. Alpha is not liable for acting on such instructions in good faith.

(l) **Owner of the Goods.** Where the Customer books as agent for the owner of the Goods, the Customer and the owner are jointly and severally liable to Alpha for all Charges and other amounts payable under these Conditions, and Alpha may recover them from either of them.

(m) **Portal users and entities.** Each person who uses Alpha's portal must have their own login; login details must not be shared between people. The Customer must keep its account, portal login and booking details confidential and is liable for all bookings made with them, or by its staff or contractors, until it notifies Alpha in writing to revoke access. The Customer may book only its own shipments under its account. If the Customer wants to book shipments for another business, sister company, related or associated entity, it must notify Alpha in writing and obtain Alpha's approval before making any booking for that entity, and that entity's bookings must be made under its own approved account. The Customer must not consolidate bookings for several companies under one account.

(n) **Alpha systems.** Alpha owns all intellectual property in its quoting and booking portal and systems. The Customer may use them only to book Services with Alpha, through its own authorised users, and must not copy, scrape, automate access to or share access to them. On termination, or on request, the Customer must stop using Alpha's systems and return or destroy Alpha's confidential information.

4.2 Liberties

(a) Alpha Trucking is entitled to enter into contracts on behalf of itself or the Customer and without notice to the Customer:

(i) for the carriage of Goods by any route, means or person;

(ii) for the carriage of Goods of any description, whether containerised or not, on or under the deck of any vessel;

(iii) for the storage, packing, transhipment, loading, unloading or handling of Goods by any person at any place whether on shore or afloat and for any length of time;

(iv) for the carriage or storage of Goods in Containers or with other goods of whatever nature;

(v) for the performance of its own obligations, and to do such acts as Alpha Trucking reasonably considers may be necessary or incidental to the performance of Alpha Trucking's obligations.

(b) If the Customer instructs Alpha Trucking to use a particular method in the provision of the Services, Alpha Trucking will give priority to that method but may, at its absolute discretion and without incurring any additional liability to the Customer, provide the Services by any other method as it sees fit. If site details given by or for the Customer are wrong, Alpha may apply surcharges or rebook with another carrier, and the Customer pays for every consignment booked.

(c) Alpha Trucking may at any time comply with any direction or order of any Authority, without incurring any additional liability to the Customer.

(d) Alpha Trucking is entitled (but under no obligation) at any time to inspect the Goods and may open any Container, packaging or package in which the Goods are placed or carried to inspect them, either to determine their nature or condition or to determine their ownership or destination.

(e) If at any time Alpha Trucking reasonably considers that the Services should not be undertaken or continued or only continued after effecting any necessary Incidental Matters or incurring additional expense or risk,

including upgrading to a tailgate vehicle or hand unload where the site has no forklift, dock or adequate labour, Alpha Trucking will be entitled, without prior approval, to:

(i) abandon the provision of any Services in respect of the Goods or to effect such additional Incidental Matters and incur such additional expense as may be reasonably necessary to enable the provision of any Services to be effected or further effected (if Alpha abandons a job, Charges for Services already performed remain payable); and

(ii) be reimbursed by the Customer for the cost of all such additional Incidental Matters and all such additional expense incurred.

(f) **Deviation.** Alpha may choose or vary the route, method, vehicle and Subcontractor. Any deviation is not a breach and does not affect these Conditions.

4.3 Special instructions, transit times and responsibility

(a) Unless otherwise agreed in writing, Alpha Trucking will not exchange any pallets with any person and the Customer must not transfer any pallets to any account Alpha Trucking may have with a pallet hirer.

(b) Alpha Trucking is not liable for, nor bound by, any instruction to collect cash on delivery or any other payments for any person.

(c) Unless Alpha Trucking has agreed in writing that the Goods will depart or arrive by a particular date or time, Alpha Trucking accepts no responsibility or liability for departure or arrival dates of Goods. Any such times notified by Alpha Trucking are provided as estimates only and without any guarantee.

(d) Where Alpha Trucking is instructed to provide a Container, in the absence of a written request to the contrary, Alpha Trucking is not under an obligation to provide a Container of any particular type or quality and the Customer must satisfy itself that any such Container provided is suitable in all respects.

(e) The Customer must return any Containers provided by Alpha Trucking clean and undamaged to a place or point of interchange nominated by Alpha Trucking within any time prescribed by Alpha Trucking, failing which the Customer is liable for any detention, loss or expense incurred as a result thereof, including but not limited to demurrage, container detention charges, the costs of replacement, transportation, cleaning and repair.

(f) Where any Container is to be collected and delivered or returned by Alpha Trucking, the Customer must provide 3 Business Days' notice for collection of any Container. Alpha Trucking is not liable for any detention, demurrage or other charge or liability for the late delivery or return of any Container during or in relation to this 3 Business Day period.

(g) **Transit rules.** Transit times are estimates in Business Days and exclude the day of collection. Bookings received after the carrier's cut-off time are treated as received on the next Business Day. Where the delivery address is outside a carrier's delivery network, delivery to the carrier's nearest depot or agent is delivery under these Conditions, and any onward delivery is an Additional Charge. Requests for depot collection, redelivery or additional drop points require at least 24 hours' notice and are Additional Charges.

(h) **Responsibility at pickup.** Alpha is responsible for the Goods only from when the carrier signs or scans the consignment note at pickup (on paper or electronically). Alpha is not responsible for Goods left at any place before then, including on a dock, outside premises or at an unattended site.

(i) **Vehicle suitability.** The Customer warrants that the Goods are suitable for carriage in the vehicle type booked. Where the Customer loads the Goods, it may inspect the vehicle before loading. If the Customer loads without objecting in writing, the vehicle is deemed suitable for the Goods, and Alpha is not liable for loss or damage arising from the type of vehicle or from any defect in its condition that a reasonable visual inspection would have revealed.

(j) **Over-dimensional and heavy loads.** The Customer must tell Alpha the full dimensions and weight of any over-dimensional or heavy Goods before booking. Alpha is not liable for any delay while permits are obtained or caused by conditions an Authority imposes on the movement, including travel time or route restrictions.

(k) **Held or redirected Goods.** If the Customer, consignor or receiver asks for the Goods to be held, interrupted or redirected, the Goods remain in transit and these Conditions (including all limits and exclusions of liability)

continue to apply until delivery. Any holding, storage or redirection is at the Customer's risk and is an Additional Charge.

4.4 Dangerous Goods, High-Value Goods, Excluded Goods and perishable goods

(a) Unless previously agreed in writing, the Customer must not and warrants that it will not tender or arrange for the provision of any Services in respect of or cause Alpha Trucking to deal with or handle Dangerous Goods, High-Value Goods or perishable goods unless a full description disclosing the (as applicable) dangerous, hazardous or damaging, high-value or perishable character of those goods is notified to Alpha Trucking at the time of requesting or placing any order for any Services in respect of any such Goods.

(b) The Customer warrants that all information provided by it in relation to any Dangerous Goods is complete and correct.

(c) Alpha Trucking may return to the Customer or destroy, dispose or make harmless Goods tendered in breach of this clause or in breach of any Laws, without liability and at the Customer's risk and expense.

(d) Irrespective of whether Alpha Trucking has been informed that any Goods are Dangerous Goods, if Alpha Trucking reasonably considers that the Goods may cause or pose a risk of injury or damage to any other goods, property, life or health, or are tendered in breach of this clause, Alpha Trucking can do anything that it considers appropriate to avoid or reduce any such risk, including disposing of, rendering harmless, abandoning, returning to the Customer or destroying all or any part of the Goods, without notice or liability and at the Customer's risk and expense.

(e) Accepted Dangerous Goods must be consigned for prompt delivery, and the receiver must be ready to accept them on arrival. Alpha and its carriers are not required to store Dangerous Goods. If they cannot be delivered, Alpha may return them to the sender, deliver them to a licensed facility or dispose of them as the law requires, at the Customer's cost, and is not liable for any resulting loss or delay.

(f) **Excluded Goods.** Alpha does not deal in Excluded Goods as a standard service. If the Customer still asks Alpha to move Excluded Goods, Alpha may quote and arrange the Services, but the Goods are carried entirely at the Customer's own risk and Alpha will not accept any claim for their loss, damage or delay. The Customer must declare Excluded Goods, and used or second-hand goods, in writing before the quote. If they are not declared, the same applies and the Customer indemnifies Alpha. Alpha may refuse any goods or class of goods at its discretion.

(g) **High value.** The Customer must notify Alpha in writing before dispatch of any consignment worth more than $50,000, and must not tender any consignment worth more than $100,000 without Alpha's written approval.

4.5 Delivery, storage and depots

(a) The Customer must accept or take delivery of the Goods at the conclusion of the provision of the Services or when requested to do so by Alpha Trucking. If the Customer fails to accept or take delivery of the Goods, Alpha Trucking will be entitled to store the Goods in the open or under cover, without liability and at the Customer's risk and expense.

(b) Where Alpha Trucking is required to deliver the Goods:

(i) delivery will be deemed to be complete at the time that Alpha Trucking obtains from any person at the place at which it is directed to deliver the Goods a receipt or signed delivery docket for the Goods (whether in electronic or print form) or Alpha Trucking provides any other form of confirmation or declaration of delivery, including a declaration by Alpha Trucking;

(ii) if the place at which Alpha Trucking is directed to deliver the Goods is unattended, Alpha Trucking can effect delivery by leaving the Goods at that place only where the Customer has authorised authority to leave; once the Goods are left, they are at the Customer's risk and insurance may not cover them;

(iii) if the place at which Alpha Trucking is directed to deliver the Goods is unattended, closed, refused, has no access, or the address is wrong or incomplete, Alpha Trucking may (but is not obliged to) store, redeliver or return the Goods, and the Customer must pay as Additional Charges, and will indemnify Alpha Trucking for, all expenses incurred by storage, futile delivery, return and attempted or actual redelivery.

(c) **Storage.** Alpha provides no free storage. Storage is payable at the carrier's cost where Goods are held for any reason, including the receiver's booking window, appointment, requested date, hours or space, redirection or a changed delivery date, a credit hold or lien, missing documents, awaiting the Customer's instructions after a failed or refused delivery, a wrong or incomplete address or contact details, a request to hold at or collect from the depot, repacking or re-palletising, undeclared Dangerous Goods or missing Dangerous Goods documents, an insurer's or assessor's inspection, Goods left uncollected after notice, an Authority or biosecurity hold, or a Force Majeure Event; except to the extent caused solely by the breach or negligence of Alpha or its Subcontractors.

(d) **Risk in storage.** Goods held in storage or at a depot or warehouse (including Alpha's own, its carriers' and its other Subcontractors' depots and warehouses, and including while awaiting collection, redelivery or payment) are at the Customer's risk. To the extent permitted by law, Alpha is not liable for loss of, theft of or damage to the Goods while in storage or at a depot from any cause outside Alpha's control, including weather, water, the condition or security of the storage site, and the acts of carriers, depot operators or other third parties.

(e) **Depot drop-off and collection.** Goods may be held at or collected from Alpha's own depots or the depots and warehouses of its carriers, depot operators and other Subcontractors. Alpha has no control over the procedures, security or release checks of depots it does not operate, and cannot block their releases. Alpha gives depot collection details to the Customer only, and the Customer is responsible for anyone it shares them with. At any of these depots (including Alpha's own), the depot may release the Goods to any person who provides information linked to the consignment, including but not limited to the company name, consignment number, description of the Goods or Alpha's consignment or booking reference, and that release is a valid delivery. Alpha advises Customers who do not accept these risks not to choose depot drop-off or depot collection. By choosing depot drop-off or depot collection, the Customer confirms it understands and accepts these risks.

5. Payment

(a) The Customer must pay Alpha Trucking the Charges for the Services, including in accordance with any credit terms and conditions or agreement entered into between the Customer and Alpha Trucking in respect of the Services.

(b) Unless otherwise agreed in any credit terms and conditions or agreement stated on any Alpha Trucking invoice, the Charges must be paid within 10 Business Days after the invoice is issued to the Customer and before Services commence. Alpha may refuse a booking until it is paid for.

(c) All Charges are deemed to be earned in full upon delivery or collection of the Goods to or by Alpha Trucking and must be paid in full, without any deduction, withholding, counterclaim or set off. Alpha may set off any claim payment, credit note or refund against amounts the Customer owes Alpha.

(d) The Customer agrees that with respect to and in addition to the Charges:

(i) it must pay freight on the greater of dead weight and cubic weight, using the carrier's conversion factor (minimum 250 kg/m³), measured at the furthest points including pallet and packaging, with a minimum pallet footprint of 1.2 m × 1.2 m;

(ii) if the Goods are at any time reweighed or remeasured and are found to be of greater weight or dimension than notified, the Customer must pay any additional freight and any surcharge resulting from the actual weight or dimensions, including oversize, over-height, non-stackable and additional pallet spaces;

(iii) it must pay any charge for demurrage at the rate charged by Alpha Trucking;

(iv) it must pay any customs duty, excise duty or other amount assessed by any Authority in respect of the Goods, and must indemnify Alpha Trucking in respect of any such amounts and any fine or penalty which Alpha Trucking becomes liable for or pays with respect to the Goods or Services;

(v) it must pay to Alpha Trucking all expenses and charges incurred by it to comply with any Laws or requirement of any market, harbour, dock, railway, airline, shipping, customs, excise or warehouse

authority or other person specific to the Carriage or storage of the Goods, including biosecurity or quarantine inspection, hold or treatment in any state, and resulting storage and delay.

(e) **Waiting.** Alpha Trucking may charge waiting time (demurrage) for any delay in excess of 30 minutes in loading or unloading at each pickup and delivery, for all jobs and vehicle types (including metro, regional, rigid, semi-trailer and B-double), occurring other than from the default of Alpha Trucking, charged at the waiting rate applied by the carrier performing the Services for the vehicle used. Such permissible delay period will commence upon the vehicle reporting for loading or unloading at any premises not controlled by Alpha Trucking. Labour to load or unload the vehicle will be the responsibility and expense of the Customer. Loss or damage during loading or unloading by the Customer, the receiver or their agents, or after delivery, is at the Customer's risk and is not covered by insurance.

(f) Alpha Trucking may, by giving 10 Business Days' written notice to the Customer, increase its general rates to reflect any increase in the cost to Alpha Trucking beyond the reasonable control of Alpha Trucking. This clause does not apply to Additional Charges or the Fuel Levy.

(g) Alpha Trucking may issue more than one invoice to the Customer for Charges relating to the Services, provided that no Charge is invoiced more than once.

(h) If the Customer specifies that some other person will pay any Charge, the Customer remains responsible for the payment of those Charges. If that person fails to pay the Charges when due, the Customer must pay the Charges within 5 Business Days of request by Alpha Trucking.

(i) If any sum owing under these Conditions is not paid by the Customer when due:

(i) the Customer will pay interest on the amount outstanding from time to time calculated on a daily basis at the rate of 1.5% per calendar month until payment is made in full;

(ii) Alpha Trucking may, at its sole discretion, place the Customer's credit account on hold and suspend Services until payment in accordance with this clause is received in full; and

(iii) clause 5(r) applies.

(j) Time for payment of all sums due to Alpha Trucking is of the essence and any breach of this term is deemed to be a material breach of these Conditions.

(k) **Additional Charges.** Additional Charges are payable without prior notice or approval. They may be invoiced separately up to 6 months after delivery, or 30 days after Alpha receives the carrier's invoice if later. Payment of an earlier invoice is not a waiver. Alpha is not required to disclose carrier invoices, carrier identity, buy rates or other supporting documents.

(l) **Fuel Levy.** Any Fuel Levy shown on a quote is indicative only. The Fuel Levy varies weekly, fortnightly or monthly by carrier and is charged at the rate applying at the date of pickup.

(m) **Evidence.** Alpha's invoice or written statement of a charge, and the carrier's charge or record for the consignment (including scans, weighbridge readings, timestamps, GPS and photographs where they exist), are prima facie evidence of the charge.

(n) **Invoice disputes.** Any dispute about an invoice must be raised in writing, with reasons and supporting documents, within 7 days of the invoice date (for an Additional Charges invoice, from that invoice's date). Otherwise the invoice is deemed correct. Undisputed amounts must be paid by the due date.

(o) **Payment method.** Payment must be made by electronic funds transfer to the account shown on the invoice. Alpha does not accept payment by credit card.

(p) **Reversed payments.** If any payment to Alpha is reversed, recalled, charged back or dishonoured for any reason, the amount remains owing as if it had never been Paid, together with any bank, chargeback or dishonour fees and Alpha's reasonable recovery costs. Interest applies from the original due date, and Alpha may suspend Services until the amount is Paid in full.

(q) **Standard rates while overdue.** While any amount owed by the Customer is overdue, Alpha may charge new bookings at its standard rates instead of any discounted or special rates agreed with the Customer. The agreed rates resume once all overdue amounts are Paid.

(r) **Debt recovery.** If any amount is overdue, Alpha may, at its choice, refer the debt to its trade credit insurer, a debt collection agency, lawyers or any other recovery agent, and may disclose the Customer's details to them for that purpose. The Customer must pay all reasonable costs Alpha actually incurs in recovering the overdue amount, including collection agency fees and commission, and legal costs on a solicitor and own client basis, in addition to the overdue amount and interest.

(s) **Cancellation and refunds.** If a booking is cancelled or an amount is otherwise refundable, Alpha will deduct any charges that applied to the consignment (including carrier cancellation, dispatch or waiting charges), and: (i) for Credit Account customers, Alpha will issue a credit note for the balance unless the Customer requests a refund by email; (ii) for cash customers, Alpha will refund the balance. To prevent fraud and money laundering, Alpha only refunds to an account in the Customer's own name and will not pay a refund to any other account or person. The Customer may ask its bank to recall the payment, and Alpha will approve the recall once confirmed. Otherwise: (iii) for refunds up to $2,500, the Customer must provide its bank details by email from its registered email address, and Alpha will confirm them with the Customer by phone before paying; (iv) for refunds over $2,500, the Customer must also provide a bank or card statement showing the account holder's name, the account details and the payment to Alpha (other information may be hidden), which Alpha will verify before paying. A credit note expires 365 days after its date of issue. Nothing in this clause excludes any right the Customer has under the Australian Consumer Law.

(t) **Payments made by mistake.** If the Customer pays Alpha by mistake, pays more than the amount due, or pays the same invoice more than once, Alpha may, at its option, apply the extra amount as a credit to the Customer's account or return it. Alpha will return any such amount only to the account from which it was received, through the banks' recall or return process, and is not required to pay it to any other account or person. The Customer should first ask its own bank to recall the payment, and Alpha will consent to that recall once the payment is confirmed.

6. Customer's warranties and obligations

The Customer warrants that, as at the date of entering into this Agreement and the date of the provision of any of the Services:

(a) the Goods comply with all the applicable Laws, customs and other requirements of any Authority;

(b) the performance of the Services according to any request or directions of the Customer will not cause Alpha Trucking to be in breach of any laws;

(c) the description and all particulars of the Goods, and of each pickup and delivery site (including address type (commercial or residential), access, opening hours and forklift or dock availability), provided by or for the Customer are complete and correct;

(d) it will properly label and securely package and fully enclose the Goods before delivery to or collection by Alpha Trucking in accordance with any requirements of Alpha Trucking communicated to the Customer and in a manner that is both customary and sufficient to withstand the conditions that may reasonably be expected during the provision of the Services, and in all cases at least to the standard of the Packaging Guidelines and any manufacturer or industry standard relevant to the Goods (a summary is in Schedule 2), unless previously agreed in writing that Alpha Trucking will do so. The Customer must label every item, carton and pallet with weatherproof labels showing the consignment number, sender, receiver, delivery address and number of items. Pallets must be labelled on at least three sides and the top, and cartons on at least two sides and the top. Shrink-wrapped, irregular or odd-shaped items must be labelled so that at least one label is clearly visible from any direction. Any relabelling, repacking, storage or redelivery caused by missing, incorrect, insufficient or illegible labels or packing is an Additional Charge;

(e) it will return to the proper owner any returnable Containers which were provided to Alpha Trucking with the Goods, unless previously agreed in writing that Alpha Trucking will do so;

(f) it will give all required and sufficient and executable instructions in relation to the Goods, both generally and immediately upon request by Alpha Trucking;

(g) the Goods will not be subject to any inherent vice, wastage or deterioration, and are in good order and condition, and are not damaged, defective or unsafe, when collected;

(h) it has not allowed an Excluded Interest to exist over the Goods and an Excluded Interest does not exist over the Goods;

(i) the Services are not acquired for personal, domestic or household use or consumption, unless otherwise advised in writing to Alpha Trucking;

(j) any Services requested, ordered or provided under this Agreement are for the purposes of a business, trade, profession or occupation carried on or engaged in by the person for whom the Services are provided, unless otherwise advised in writing to Alpha Trucking;

(k) it is and will remain solvent and able to and will pay all liabilities as and when they fall due;

(l) booking without a tailgate is a warranty that the site can unload the Goods;

(m) the Goods will be ready, and the site open and accessible, at the booked time;

(n) it will provide a safe, WHS-compliant site with clear access, suitable equipment and labour, and driver exclusion zones, at both pickup and delivery, and will disclose site access limits (weight, height, width, surface);

(o) each booking is a warranty that the Customer holds public liability insurance of at least $20 million, unless it has emailed claims@alphatrucking.com.au before that booking. Alpha is not required to ask, check or record insurance;

(p) it complies with anti-bribery, anti-money-laundering, sanctions and modern slavery laws; and

(q) where the Customer provides personal information about consignors, receivers or their contacts, it has collected it lawfully and has told those persons that it will be disclosed to Alpha, its carriers and service providers (including those located overseas) to provide the Services, and that Alpha may contact businesses about Alpha's own services. Alpha will comply with the Spam Act 2003, the Do Not Call Register Act 2006 and the Privacy Act 1988 in any such contact, and will offer an opt-out in each communication. The Customer may tell Alpha in writing that its consignors and receivers must not be contacted for marketing, and Alpha will comply.

The Customer also acknowledges that:

(r) **No inspection of packing.** Alpha and its Subcontractors do not inspect packing. Accepting or carrying the Goods is not confirmation that the packing is sufficient. Alpha may refuse Goods that do not meet the Packaging Guidelines, or repack them at the Customer's cost.

(s) **No advice.** Any information or comment given by Alpha or its Personnel about packaging, vehicle type, carrier choice, transit times or insurance is general information only and is not advice. The Customer relies on its own judgement in making those decisions. Alpha does not provide insurance advice; any information about transit insurance is a factual description only and the Customer should read the relevant Product Disclosure Statement.

7. Chain of Responsibility

(a) Without limiting any other provision of this Agreement, each party must at all times during the term and relating to the performance of this Agreement warrant that it has and will:

(i) ensure, so far as reasonably practicable, the safety of its Transport Activities, within the meaning of the CoR Laws;

(ii) not do or require or refrain from doing or requiring anything which would directly or indirectly cause or encourage any person to breach any CoR Law; and

(iii) develop and implement suitable policies and working procedures (including training/education, compliance performance monitoring and reporting) to, so far as reasonably practicable, eliminate or, where not possible, minimise risks to the public arising from the conduct of its Transport Activities.

(b) The Customer must:

(i) comply with any compliance policy, working practices or reasonable direction of Alpha Trucking in relation to compliance with the CoR Laws, which form part of this Agreement as if they were set out in full within it;

(ii) manage and retain copies of all Transport and Journey Documentation as required under the CoR Laws;

(iii) promptly advise Alpha Trucking of any facts or circumstances which come to its attention which may give rise to any breach or allegation of breach of the CoR Laws, including without limitation any warning or caution, request for information or documents, infringement notice, fine or the commencement of prosecution proceedings by any regulatory Authority;

(iv) promptly make available all information or documentation reasonably requested by Alpha Trucking for the purpose of monitoring or auditing compliance with the provisions of this clause, including Transport and Journey Documentation, vehicles and loads.

(c) In addition to any other right of Alpha Trucking under and despite anything to the contrary contained in any other provision of this Agreement, in the event of any breach or suspected breach of the provisions of this clause by the Customer, Alpha Trucking will be entitled, in its sole and absolute discretion, to:

(i) not provide any further Services to any person responsible for any breach;

(ii) suspend the performance of this Agreement (or any part of it) until such time as the breach is remedied to the reasonable satisfaction of Alpha Trucking; and/or

(iii) terminate this Agreement with immediate effect by giving notice in writing to the Customer.

(d) Alpha and its carriers are not liable for any delay, loss or cost arising from action reasonably taken to comply with the CoR Laws or HVNL, including fatigue rest breaks, refusing or reducing a load, re-securing Goods or using an additional vehicle. Where that action is needed because of the Customer's Goods, information or loading, the Customer must pay the resulting costs.

8. Liability

Alpha's Charges are set on the basis that its liability is limited and the Goods travel at the Customer's risk.

(a) Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, except to the extent permitted by law.

(b) If a Container has not been stowed by or on behalf of Alpha Trucking, Alpha Trucking will not be liable for loss of or damage to the Goods caused by: (i) the manner in which the Container has been stowed; (ii) the unsuitability of the Goods for Carriage in Containers; or (iii) the unsuitability or defective condition of the Container.

(c) Subject to any mandatory Laws not able to be excluded and clause 8(a), Alpha Trucking will not be liable for any Claim or Damage arising from or in connection with this Agreement other than as provided in clause 8(d), except to the extent caused by Alpha's fraud or wilful misconduct, or death or personal injury caused by Alpha's negligence.

(d) Subject to any mandatory Laws not able to be excluded, and except in so far as otherwise expressly provided by these Conditions:

(i) the liability of Alpha Trucking, howsoever arising, will not exceed the lesser of $100 per consignment and the Value of the Goods, and in any event no more than the amount Alpha actually recovers from its Subcontractor or insurer for that loss; and

(ii) Alpha Trucking will not be liable for any Consequential Loss.

(e) To the extent that any liability of Alpha Trucking is subject to any mandatory Laws not able to be excluded, including the Australian Consumer Law, then Alpha Trucking's liability will in all events be limited to, at Alpha Trucking's option: (i) in the case of any goods supplied by Alpha Trucking, replacement or repair of the goods, or payment of the cost of replacing or repairing them; and (ii) in the case of any Services supplied by Alpha Trucking, supplying the Services again or payment of the cost of having the Services supplied again.

Alpha is not obliged to re-supply or re-perform the Services.

(f) **Customer fault.** Alpha is not liable for, and will not pay any compensation for, any loss or damage caused by the Customer, its consignor, consignee, packer or agents, including by inadequate packing, labelling, information or loading. Where the Customer and Alpha both contributed, Alpha's liability (if any) is reduced to the extent of the Customer's contribution. The Customer must take reasonable steps to mitigate any loss.

(g) **Unknown cause, GST and freight.** The limits and exclusions in this clause apply even if the cause of the loss or damage is unknown. Any amount Alpha pays is exclusive of GST (unless the Customer cannot claim an input tax credit) and does not include any refund of Charges.

(h) **Excluded Goods and types of damage.** Alpha is not liable for loss of or damage to Excluded Goods, or for mechanical, electrical or electronic failure of the Goods without external evidence of damage, or for damage caused by vibration, road conditions or weather, including hail.

(i) **Packing.** Alpha is not liable for loss or damage caused by insufficient packing or labelling, or by the Customer's packaging or by repacking it, except to the extent caused by Alpha's negligence.

(j) **Site property.** Alpha is not liable for damage to driveways, paving, kerbs, lawns, gates, fences, structures or common property at or near the pickup or delivery site.

(k) **Insured loss.** The Customer releases Alpha and its Subcontractors from claims for loss of or damage to Goods to the extent insured or insurable. Any insurer of the Customer has no greater rights than the Customer. The Customer must ensure its goods insurance waives subrogation against Alpha and its Subcontractors.

9. Indemnity

Without limiting the effect of these Conditions, the Customer agrees to indemnify Alpha Trucking against all losses, liabilities, costs, charges or expenses (including direct loss and Consequential Loss) and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Alpha Trucking arising out of or in connection with:

(a) any breach of any warranty given by the Customer in respect of the Goods;

(b) any breach of the terms of this Agreement by the Customer;

(c) any negligent act or omission of the Customer;

(d) any duties, taxes, imposts, levies, deposits and outlays whatsoever levied by any Authority in respect of the Goods;

(e) loss, damage, contamination, soiling, delay, detention or demurrage of any property of Alpha Trucking or any third party, including any Containers, caused or contributed to by the Customer;

(f) any unplanned storage and redelivery of the Goods;

(g) disposal, destruction, abandonment or rendering harmless any Goods;

(h) any information given by or for the Customer being wrong, incomplete or misleading, whether intentionally or by error of the Customer's staff or systems (the Customer must reimburse Alpha on demand), and any claim by another person who relies on information Alpha gave to the Customer;

(i) loss, damage or injury caused by an unsafe or unsuitable site, and all claims by any person, including site owners, neighbours and bodies corporate, for damage at or near the pickup or delivery sites, whether or not caused by the negligence of Alpha, its Subcontractors or drivers;

(j) the Customer or its insurer pursuing Alpha or a Subcontractor contrary to these Conditions, including any amount a carrier passes back to Alpha; and

(k) any breach of the Customer's warranty in clause 6(q) about personal information.

The Customer's indemnity is reduced to the extent Alpha's fraud, negligence or wilful misconduct contributed to the loss.

10. Notice of claims

(a) Any claim for loss of or damage or delay to any Goods or any other Claim or Damage whatsoever must be notified within 24 hours after delivery, or after the expected delivery date for non-delivery, only by email to claims@alphatrucking.com.au; notice given any other way is not valid. The notice must be a single email containing: the consignment or booking number; the pickup and delivery addresses and dates; a description of the loss or damage; photographs of the Goods as they arrived clearly showing the damage; whether the Goods were damaged on arrival or during unloading, and who unloaded them; photographs of the Goods, packaging, labels and serial numbers; the Customer's pre-pickup photographs of each pallet or item from every side, before and after packing and strapping; a copy of any proof of delivery; the commercial invoice or value; whether the Goods were insured; and the contact person. A notice missing any of these details that are not supplied within the same 24 hours is invalid. The full claim with all supporting documents must be lodged within 7 days of the event; for insured consignments the Customer also lodges its claim with the insurer as its policy requires. Failure to give notice is prima facie evidence of the satisfactory delivery of any Goods and performance of the Services.

(b) Any claim for demurrage must be notified in writing to Alpha Trucking within 10 Business Days from the date of dehire (for imports) or delivery to terminal (for exports) or the date of invoice by Alpha Trucking (for any services that are not import or export). Alpha Trucking will be discharged from all liability in respect of any such claim not made within the applicable time period.

(c) Alpha Trucking will be discharged from all liability whatsoever in respect of the Goods or otherwise arising out of or in connection with this Agreement, unless legal proceedings are commenced and served within 92 days after the date the Goods the claim relates to were delivered, or should have been delivered. This does not apply to any consumer guarantee claim that cannot by law be time-limited.

(d) The Customer warrants, on behalf of itself and the owner and any other person having any interest in the Goods, that it will not bring any Claim against any person (including the Personnel or Subcontractors of Alpha Trucking) other than Alpha Trucking which imposes or attempts to impose upon any such person, or any vessel owned by any such person, any liability whatsoever in connection with the Goods or the provision of the Services, whether or not arising out of negligence on the part of such person and, if any such claim or allegation should nevertheless be made (including by the Customer's insurer), the Customer will indemnify Alpha Trucking against all consequences thereof, including any amount a carrier passes back to Alpha.

(e) **Claims handling.** (i) Only the Customer may make a claim against Alpha. (ii) The Customer must keep the damaged Goods and packaging, and must not repair, use, sell or dispose of them until Alpha confirms in writing that it may. (iii) The Customer must describe the damage in writing. Alpha or its insurer may obtain a quote to repair or replace the Goods; where that quote is lower, it is the basis of any claim and the Customer may not choose a more expensive option. If the quote cannot be carried out, a further quote will be obtained. (iv) The Customer must provide all information and documents Alpha reasonably requests to assess the claim or recover from any carrier, insurer or third party, including (without limitation) purchase invoices, the supplier's confirmation of price, repairer reports and quotes, photographs, statements and access to the Goods. (v) If Alpha pays the full Value of any Goods, those Goods become the property of Alpha or its nominee.

(f) **Said to contain.** Alpha and its carriers rely on the quantity, weight, dimensions, contents, condition and value declared by the Customer but do not admit them. A driver's or carrier's signature on collection confirms only the number of items or pallets apparently received, not their contents, condition or value. The Customer bears the onus of proving that the Goods were in good order and condition when collected, including by the photographs required under these Conditions. Where the outer packaging was intact on delivery, the loss or damage is presumed not to have occurred during transport unless the Customer proves otherwise. Alpha does not guarantee proof of pickup or delivery; the Customer records the condition of the Goods.

(g) **Claims while overdue.** Alpha need not progress or refer any claim while any amount owed by the Customer is overdue. The Customer must still give notice within the time limits in these Conditions. Alpha is not liable for any claim lost, reduced or time-barred while it is not progressing claims because the Customer's account is overdue. Any claim the Customer has directly with an insurer is not affected.

11. GST

(a) To the extent that a party makes a Taxable Supply under or in connection with this Agreement, the consideration payable by a party under or in connection with this Agreement represents the value of the Taxable Supply for which payment is to be made and on which GST is to be calculated.

(b) If a party makes a Taxable Supply under or in connection with this Agreement for a consideration, which represents its value, then the party liable to pay for the Taxable Supply must also pay at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

(c) The right of a party to payment under this clause is subject to a Tax Invoice being issued and delivered by the supplier of the Taxable Supply to the recipient.

12. Lien

(a) Alpha Trucking has a possessory lien over the Goods and any other property of the Customer or documents relating thereto in its actual or constructive possession or control from time to time with respect to any Charges or other sum due from the Customer to Alpha Trucking under this or any other Agreement, including the exercise by Alpha Trucking of any rights or remedies under this or any other Agreement. Storage while Goods are held under the lien is payable by the Customer.

(b) Alpha Trucking may sell or dispose of the Goods by any means it deems reasonable and appropriate at the Customer's risk and expense and apply the proceeds to pay any Charges or other sum due (including the costs associated with sale of the Goods), after providing at least 10 Business Days' notice to the Customer's last known place of business or registered office of its intention to do so.

(c) If Alpha Trucking sells the Goods in accordance with this clause, it will use its best endeavours to remit any remaining balance to the Customer, less any related sales and administrative costs incurred by Alpha Trucking in selling the Goods.

(d) In the event any such sale proceeds are insufficient to pay all Charges or other sum due, Alpha Trucking retains the right to recover any balance of unpaid Charges or other sum.

13. Abandonment

(a) If the Customer fails to: (i) collect the Goods or any Container within 20 Business Days of receiving notice from Alpha Trucking to do so; or (ii) take delivery of the Goods or Container at the time required in accordance with these Conditions, Alpha Trucking may determine that the Customer has abandoned the Goods and/or Container.

(b) If Alpha Trucking determines that the Goods and/or Container are abandoned, it can: (i) dispose of the Goods and/or Container; or (ii) sell the Goods and/or Container by any means.

(c) Alpha Trucking must give at least 10 Business Days' notice of its intention to dispose of or sell any Goods pursuant to this clause. However, where: (i) Goods have perished, deteriorated or altered, or are in immediate prospect of doing so, contravene applicable Laws or present an actual hazard or risk of damage or injury to any other goods, property, person, animals or the environment; or (ii) Alpha Trucking reasonably considers that the proceeds of sale of the Goods will not cover the amount of any right secured by this clause plus the costs of dealing with or disposing of the Goods plus the costs of sale, Alpha Trucking may dispose of or sell the Goods without notice.

(d) If Alpha Trucking sells the Goods and/or Container in accordance with this clause, it will use its best endeavours to remit the proceeds to the Customer, less any related sales and administrative costs incurred by Alpha Trucking in selling the Goods and/or Container.

14. PPS

(a) The Customer grants to Alpha Trucking a security interest in the Collateral to secure the payment of all Charges or other sum owing by the Customer from time to time to Alpha Trucking and the performance of all the Customer's obligations under this Agreement.

(b) The Customer acknowledges and agrees that this Agreement constitutes a security agreement for the purposes of the PPS Act and is in addition to any other contractual lien or lien arising under any law.

(c) The Customer acknowledges that Alpha Trucking may, at the Customer's cost, register or amend its security interest in the Collateral on the PPSR.

(d) The Customer undertakes, at its cost, to do all things that Alpha Trucking may require from time to time to perfect, preserve, maintain or otherwise give full effect to the security interest in the Collateral.

(e) To the extent the law permits, Alpha Trucking need not comply with and the Customer waives its right to receive any notice of any action or intended action under or otherwise required by: (i) any of the provisions referred to in sections 115(1) and (7) of the PPS Act; (ii) any provision of the PPS Act (including notice of a verification statement); (iii) any other law before a secured party exercises a right, power or remedy; and (iv) any time period that must otherwise lapse under any law before a secured party exercises a right, power or remedy.

(f) The parties agree not to disclose information of the kind referred to in section 275(1) of the PPS Act, except as required by section 275(7). The Customer must not request any such information from Alpha. Alpha need not respond to any request under section 275 of the PPS Act unless the law requires it.

15. Force Majeure

(a) If either party is prevented or delayed (directly or indirectly and in whole or part) from performing any obligation arising under this Agreement (other than the Customer making any payment to any person or taking delivery of any Goods) by reason of any Force Majeure Event, then that party's obligations will be suspended and the time for their performance extended for the duration of such Force Majeure Event upon the affected party providing notice and particulars of the Force Majeure Event and its expected duration.

(b) The affected party must use all reasonable endeavours to remedy, mitigate or minimise the effect of the Force Majeure Event on the performance of its obligations, but the parties acknowledge and irrevocably agree that the use of all reasonable endeavours by Alpha Trucking does not include any requirement for Alpha Trucking to incur any greater cost or expense.

(c) If a party is prevented or delayed from performing any obligation by any such notified Force Majeure Event for more than 45 days, the other party may terminate this Agreement.

(d) During a Force Majeure Event, Alpha may store the Goods, or deliver them to the nearest safe depot or place, at the Customer's cost, and that is delivery under these Conditions. Charges for Services already performed remain payable.

16. Insurance

(a) **No insurance unless requested.** Alpha does not insure the Goods. Goods are carried uninsured, and Alpha's liability is limited as set out in these Conditions, unless the Customer requests transit insurance through Alpha in writing for that consignment before it is collected. Otherwise the Customer must take out and maintain its own insurance for loss, damage or delay to the Goods, any insurances required by law and any other insurances customarily and reasonably obtained by persons in the Customer's position.

(b) **How to request cover.** Transit insurance is optional, at an additional cost, and is arranged only if the Customer clearly requests insurance for a specific consignment by email. Each request applies only to the consignment named in it and not to any other booking, whenever made. Stating the value of the Goods, or a dollar amount, without clearly requesting insurance is not a request. Standard cover is $1,500 per consignment; a higher amount must be stated in the request. Cover must be requested and paid for before pickup. Payout is based on the declared value; under-declared Goods are paid pro rata. The limit is AUD

100,000 per consignment within Australia and AUD 50,000 for international transit. Delay and Consequential Loss are not covered.

(c) **Alpha's role.** Alpha arranges this cover as a distributor on behalf of FreightInsure and is paid by FreightInsure. Alpha does not give insurance advice. The Customer should read the Product Disclosure Statement at freightinsure.com before relying on the cover. Complaints about the cover are handled through FreightInsure's complaints process. The Customer warrants that goods and value details it gives for cover are accurate and indemnifies Alpha for any error.

(d) **Claims.** Claims on the cover are made directly with the insurer under its terms. Alpha does not reimburse rejected claims except where Alpha is legally liable, and is not liable if any insurer (including the Customer's own insurer) reduces or refuses a claim for any reason. Alpha does not inspect packing; accepting Goods or arranging cover is not confirmation they are adequately packed or will be covered. The Customer decides whether to buy cover, the insurer decides claims, and nothing said by Alpha's staff varies these Conditions or the policy.

(e) **Goods the insurer will not cover.** Goods that the insurer will not cover include, but are not limited to: currency and negotiable instruments; antiques and works of art; drugs; weapons; live animals and plants; tobacco; valuable documents; personal effects and irreplaceable items; household removals; used or second-hand goods without visible evidence of damage in transit; mechanical, electrical or electronic breakdown without external evidence of an insured event; perishables not shipped in suitable temperature-controlled conditions; certain Dangerous Goods (Classes 1, 4.2, 6.2 and 7); and wear and tear, inherent vice, delay and Consequential Loss. If one excluded item is in a consignment, the whole consignment is uninsured. The full and current list is in the insurer's policy wording on its website at the time of booking, which applies if it differs from this list.

(f) **Examples of claims that may be refused** (examples only; the insurer's policy governs): cover not bought before pickup; packing below the Packaging Guidelines, including goods not palletised, strapped or crated where required; poor labelling; authority to leave, PO box or roadside drop; loading or unloading by the Customer's side, or damage after delivery; used goods without visible transit damage; breakdown with no outside damage; excluded goods; removals or unrefrigerated perishables; late notice; under-declared value; delay or Consequential Loss.

(g) **Storage and depots.** Transit insurance, including insurance bought through Alpha, generally ends when transit is interrupted or the Goods reach the depot or storage site. Goods in storage, held, awaiting depot collection or after release at a depot are therefore not covered by that insurance, even where the Customer has insured the consignment. Alpha does not insure Goods during these periods; the Customer must arrange its own cover.

(h) **Customer's own insurer.** If the Customer has its own transit insurance, it must notify Alpha in writing before its first quotation or booking. That insurer has no greater rights against Alpha or its carriers than the Customer has under these Conditions, and all limits and exclusions in these Conditions apply to any claim it makes. The Customer must tell its insurer about these Conditions.

(i) **Insurer documents.** The insurer documents listed in Schedule 1 apply in the version on the insurer's website at the time of booking. The Customer must comply with the requirements that apply to it; failure may mean no cover, and Alpha is not liable.

(j) Jobs booked through Truckit are outside this clause: Truckit's own terms and insurance apply.

(k) **Insured consignments.** For each consignment the Customer asks Alpha to insure, Alpha will confirm the cover in writing before pickup (in the booking confirmation, quote or invoice), showing the consignment number, the declared value, the cover amount and the premium, with a link to the insurer's Product Disclosure Statement. The Customer must check that confirmation and tell Alpha by email before pickup if anything is wrong; otherwise the cover is as confirmed. This clause does not apply to consignments that are not insured.

17. Termination

(a) Either party may terminate this Agreement at any time by giving the other 30 days' written notice.

(b) Either party may terminate this Agreement immediately by written notice to the other party if the other party:

(i) is in default under the terms of this Agreement and does not remedy any such default (if capable of remedy) within 7 days' notice requiring it to do so;

(ii) is in default of a term of this Agreement which is not capable of remedy; or

(iii) goes into liquidation or provisional liquidation, has an administrator or controller appointed to it or any of its property, fails to comply with a statutory demand, is unable to pay its debts or otherwise becomes insolvent.

(c) On termination or expiry of this Agreement, the Customer must immediately pay all outstanding amounts due to Alpha Trucking, regardless of whether time for payment has otherwise arisen.

(d) Termination pursuant to this clause does not affect any accrued right or obligation. Bookings in progress at termination are completed and paid for under these Conditions.

18. General

18.1 Entire Agreement

(a) Subject to any mandatory Laws not able to be excluded, this Agreement contains the entire understanding between the parties concerning the subject matter contained herein. Any previous representations, warranties, explanations and commitments, expressed or implied, affecting the subject matter (including any marketing or printed materials or website of Alpha Trucking) are superseded by this document and have no effect.

(b) Subject to any mandatory Laws not able to be excluded, no warranty, guarantee, condition or representation is given by Alpha Trucking in relation to the Services supplied by Alpha Trucking for the performance of the Services.

(c) Any terms and conditions of the Customer not expressly contained in this Agreement are not binding and have no effect, including without any limitation any terms contained in any request or order for Services, any purchase order, consignment note or receipt, whether issued before or after the commencement of this Agreement and regardless of Alpha Trucking having been provided with notice of any such terms or accepted, surrendered or signed any document subject to or on which any such terms are printed. If the Customer wishes any of its own terms or documents to apply (including supplier or vendor agreements, vendor terms, purchase order terms, terms on the back of any document, or any statement that accepting an order means accepting its terms), it must send them to claims@alphatrucking.com.au and wait for Alpha's written approval from that address. Until that approval is given, they do not apply. Approval or acceptance by any other employee or agent of Alpha, or Alpha providing any Services, is not acceptance. If any such terms are approved and conflict with these Conditions, these Conditions prevail unless the approval expressly states otherwise.

(d) Each party warrants to the other that, in entering into this Agreement, it has not relied on any matter that is not expressly contained in this Agreement.

(e) The Customer acknowledges that it has had the opportunity to seek and obtain any desired legal advice in relation to this Agreement.

18.2 Notices

(a) A notice under this Agreement must be in writing and signed by or on behalf of the party giving it, addressed to the party to whom it is to be given and: (i) delivered by hand to that party's address; (ii) sent by pre-paid mail to that party's address; or (iii) sent by email to that party's email address. Claims and formal notices to Alpha must be sent by email to claims@alphatrucking.com.au.

(b) A notice given to a party in accordance with this clause is treated as having been given and received if: (i) delivered by hand, on the day of delivery if a Business Day, otherwise on the next Business Day; (ii) sent by

pre-paid mail, on the fifth Business Day after posting; or (iii) delivered by email, on the day that delivery is confirmed as having been made to the recipient's server by any electronically generated delivery confirmation.

(c) For the purposes of this clause the addresses and email addresses of a party include their registered address and principal place of business and those which either party has given notice from time to time.

18.3 Dispute resolution

(a) A party with a Dispute must give the other written notice of it. Senior representatives must meet (in person or online) within 10 Business Days to try to resolve it. If it is not resolved within 20 Business Days of the notice, either party may refer it to mediation or start proceedings.

(b) This clause does not stop Alpha from recovering any unpaid amount, using its debt recovery rights, or either party seeking urgent relief.

18.4 Confidentiality

(a) Each party must take all reasonable steps to ensure that information acquired from the other which is expressed to be confidential or that might be reasonably considered as commercially or politically sensitive, or not intended for public consumption (including, but not limited to, commercial rates and pricing), is kept confidential and is not disclosed to a third person without the written approval of the other party, except the necessary disclosure of relevant information: (i) to Personnel or Subcontractors of a party legitimately engaged in or in connection with discharging a party's obligations under the Agreement; (ii) to an institution from which a party is seeking to obtain or maintain financial accommodation; (iii) in compliance with any Laws of any jurisdiction or requirement of any Authority; (iv) in compliance with the order of a court; (v) that is or has become public knowledge, otherwise than through breach by that party of this clause; (vi) that was in the possession of a party, other than through the operation of the Agreement, before being disclosed; and (vii) to assist lawfully in the enforcement of an entitlement under the Agreement.

(b) Alpha's quotes, rates, terms, Charges, carrier arrangements and booking systems are Alpha's confidential information. The Customer must keep them within its own company and must not disclose them to any third party, including any other freight provider or broker, without Alpha's prior written approval.

(c) Alpha may disclose the details of the carrier or Subcontractor that performed the Services, and may refer a claim to it, for the purpose of resolving a claim for loss or damage.

(d) The Customer agrees that personal information provided of the Customer may be used and retained by Alpha Trucking for the following purposes and for other purposes as agreed between the Customer and Alpha Trucking or required by law from time to time: (i) provision of the Services; (ii) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Services; (iii) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and (iv) enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services.

18.5 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

18.6 Survival

The obligations in this Agreement (to the maximum extent possible) survive expiry of this Agreement and are enforceable at any time at law or in equity. All rights, immunities, exclusions, limitations of liability, time limits and indemnities in favour of Alpha and its Subcontractors continue to apply in all circumstances, in any action in contract, bailment, tort (including negligence) or otherwise, notwithstanding any breach (including a fundamental breach) or deviation, delivery of the Goods, or termination or expiry of these Conditions.

18.7 Further acts

The Customer must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by Alpha Trucking to give effect to this Agreement.

18.8 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

18.9 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

18.10 Amendment

Alpha may change these Conditions by giving the Customer at least 30 days' notice by email. The Customer does not need to sign or reply. The changes apply to Services booked after the notice period ends. If the Customer does not agree, it may tell Alpha by email before that date, and Alpha will review the request; if the matter is not resolved, the Customer may stop using Alpha's Services without penalty, paying all amounts owing on the existing terms.

18.11 Assignment

The Customer must not assign or deal with any right under this Agreement without the prior written consent of Alpha Trucking and any purported dealing in breach of this clause is of no effect.

18.12 Law and jurisdiction

(a) This Agreement is to be construed according to the Laws of New South Wales.

(b) The parties agree to submit any Dispute to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

18.13 Small Business Contracts and Consumer Contracts

If this Agreement is a Small Business Contract or a Consumer Contract, then:

(a) Alpha Trucking will provide the Customer with 3 Business Days' notice of its intention to do any of the things stated in clause 4.2(e), unless Alpha Trucking cannot reasonably provide such notice in the circumstances;

(b) Alpha Trucking will provide the Customer with 3 Business Days' notice of its intention to do any of the things stated in clause 4.4(c) or (d), unless the Goods pose an actual or imminent risk or Alpha Trucking cannot reasonably provide such notice in the circumstances;

(c) where the law does not permit the limits in clause 8(d)(i) or the exclusion in clause 8(f) to apply in full, Alpha's liability for any one consignment is limited to the lowest of: (i) 25% of the purchase value of the Goods, or of the cost of repairing or re-supplying them; (ii) $100; or (iii) the Charges for that consignment; or, where the law does not permit that limit, at Alpha's election, to paying the cost of re-supplying the Services. Alpha is not obliged to re-supply or re-perform the Services;

(d) clause 8(d)(ii) applies mutually to the Customer;

(e) the indemnities at clause 9(a) are mutual, with references to 'the Customer' also to be read as references to 'Alpha Trucking' and vice versa, as logical;

(f) instead of clause 10(c), Alpha is discharged if the Customer does not claim in time for Alpha to claim against its Subcontractor within that Subcontractor's time limit, and in all other cases if the claim is not made within 92 days of delivery (or expected delivery) of the consignment claimed;

(g) the indemnity in clause 9(i) does not apply to the extent of the gross negligence, wilful misconduct or unlawful acts of Alpha, its Subcontractors or drivers; and

(h) clause 17(a) applies equally to the Customer.

18.14 Public statements

The Customer must not make false or misleading statements about Alpha. Any review must be genuine and based on the Customer's own experience. Complaints must first be raised under clause 18.3. Alpha may recover any actual loss caused by a breach of this clause.

18.15 Non-circumvention and non-solicitation

(a) During this Agreement and for 12 months after its last booking with Alpha, the Customer must not, directly or indirectly, engage any carrier or Subcontractor introduced to it by Alpha (including any carrier whose identity the Customer learns through the Services, a proof of delivery or a claim) to provide the same or similar services, without Alpha's prior written approval.

(b) During this Agreement and for 12 months after its last booking with Alpha, the Customer must not, directly or indirectly, solicit, employ or engage any employee, contractor or driver of Alpha or of any entity associated with Alpha, without Alpha's prior written approval.

(c) If the Customer breaches this clause, Alpha may recover its actual loss, including lost margin on the work diverted and recruitment and training costs, and may suspend Services.

(d) The Customer acknowledges that this clause is reasonably necessary to protect Alpha's legitimate business interests, including its carrier relationships, rates and staff.

Schedule 1 – Insurer documents

Insurer (role)	Document	Where to find it
FreightInsure (our transit insurance partner)	Single Trip Transit Insurance Product Disclosure Statement, Policy Wording and Financial Services Guide	freightinsure.com
FreightInsure (our transit insurance partner)	Packaging Guidelines	freightinsure.com
Our trade credit insurer and its broker	Credit requirements that apply to credit account customers	Set out in Alpha's Credit Application

The version on each insurer's website at the time of booking applies. Copies are available from Alpha on request.

Schedule 2 – Packing rules (summary)

Summary only; the current FreightInsure Packaging Guidelines prevail. Goods packed below these rules may be refused, repacked at the Customer's cost, or not covered by insurance.

Cartons. Use the manufacturer's carton or a similar new, strong carton (a reused carton only if it is sound, with intact flaps). Plain cartons are preferred, with no high-value brand displays. Remove old labels. Seal with strong tape across all seams (H-taping).

Inside cartons. Leave no empty space. Wrap fragile items individually in bubble wrap or similar.

Pallets. Use pallets in good condition, sized for the load (no small skids for heavy loads). Heaviest cartons go at the bottom. Do not stack too high or past the pallet edge. Shrink-wrap from base to top with at least three rotations, and strap in both directions.

Heavy unboxed items (engines, machinery). Strap to a pallet and fully enclose in a hardwood crate. Spas must always be crated; roller doors need a protective sheet or crate.

Long items and tubes. Strap to a skid or pallet, and protect finished surfaces.

Plaster and fragile packs. Protect all exposed edges with packaging sheets.

Labels. Weatherproof labels on every item: pallets on three sides and the top, cartons on two sides and the top, odd-shaped items so a label is visible from any direction (clause 6(d)).

Special goods. Dangerous Goods must be declared and packed as the law requires. Refrigerated goods need suitable temperature-controlled transport. For used goods, take photos before pickup: insurers pay only where there is visible transit damage.