

Brisk Transport Terms of Service

Definitions & Interpretation

In these terms and conditions, unless the context otherwise requires:

- (a) "we", "us", "our" and like words refers to Brisk Transport as the provider of goods/services under these terms and conditions;
- (b) "party" and "parties" refer to you and us as provider and customer, together or separately as the context requires;
- (c) "you" and "your" refers to you as our customer; and
- (d) 'claim' means any claim, demand, action or proceeding;

Scope of Validity

1. These terms and conditions apply to individuals, companies, legal entities under the public law and special funds under public law. The provision of our services and products are exclusively in accordance to the terms and conditions of this document. If you are a business, your own terms and conditions of purchase unless expressly agreed to in writing by us, have no validity.

General Provisions

- 2. Full disclosure of any verbal agreements is required immediately for confirmation by the contracting party.
- 3. Orders will not be binding until they are confirmed by us.
- 4. We require that you are present on site and if you are not able to be on site while we work, we take no responsibility for any damage caused by you not being present to guide us as to the circumstances of your property and the items we are transporting for you. Nothing in this clause shall be taken to admit our liability for damage that takes place while you are on site, and our liability is to be reduced to the minimum amount permitted by law.
- 5. You expressly and irrevocably agree that any damage that is proven to be caused by our negligence can be remedied by way of repair to restore the item and / or area(s) of your property to its previous state. We accept no responsibility for damage that is not proven to be caused by us.
- 6. Once you accept a quotation, these terms of service become fully binding in relation to the work you ask us to do.
- 7. You will make all necessary arrangements to enable us to access the property from where we are transporting items and for us to park within a reasonable distance from said property. All costs of doing so will be borne by you. Any parking fines received by us as a result of parking in accordance with your instructions will be paid by you.
- 8. In situations where we feel that moving an item in accordance with your instructions may result in damage to the item, the property we are moving it from / to or injury to us or you, then we may refuse to move the item. Our discretion in relation to this clause is absolute.

Quotations

9. Any quotation provided is an invitation to treat only and not an obligation to sell or offer. In the event of any counter-offer by you in respect of the quote, these terms and conditions shall prevail.

Confidentiality

10. All parties will use all documents (including but not limited to samples, models and data) and information received by them under the business relationship only for the contractual purpose, and maintain each other's' confidential information the same due care as applied to their own documents and information deemed by the parties to be confidential or has an obvious interest in maintaining secrecy in respect of such documents and information.

11. These confidentiality clauses are effective as of the receipt of the first documents or information and end 48 months after the end of the business relationship.

12. This term will not apply to documents and information which are generally known or already known to the contracting party on receipt and where the contracting party was not under obligation of secrecy, or where they are subsequently conveyed by a third party who is authorised to pass on such documents or information, or where the documents or information are developed by the receiving contract partner without exploitation of documents or information of the other party.

Prices

13. Prices will be in the Australian Dollar and includes/excludes GST unless specified.

14. Any quote provided on price is an approximation only.

Goods and Services Tax (GST)

15. Goods and Services Tax (GST) will be charged on those products that attract GST at the applicable rate.

Terms of Payment

16. All invoices are due for payment upon completion of the work unless different payment terms have been agreed upon by the parties. Payment methods we accept are bank transfer (only by prior arrangement), Visa and MasterCard. In the event that you instruct us to carry out multiple instances of work, we will issue an invoice at the completion of each instance of work to be paid in accordance with this clause.

17. You agree that we may retain a lien over your goods until payment in accordance with these terms of service is made in full.

18. In the event of any delay in payment we may, after giving notice in writing to you, suspend our obligations until payments have been received. We reserve the right to charge interest on all sums owed for payment to us at a rate of 15% per annum.

19. If it becomes apparent after conclusion of the contract that our claim to payment is at risk owing to your lack of adequate financial capacity, we shall be able to refuse performance and to set you a reasonable deadline within which you must make payment or provide security concurrently with delivery. If you refuse to do so or the deadline expires without result, we shall be entitled to demand damages.

Delivery

20. Compliance with the delivery date or period will be based on our notification of readiness for dispatch or collection.

21. Partial deliveries are permitted within reason and if agreed upon by the parties. These partial deliveries will be invoiced separately.

Dispatch and transfer of risk

22. Goods which are notified as being ready for dispatch will be delivered by us or collected immediately by you. We are entitled to dispatch and store the goods until your collection at your cost and risk.

Delay in delivery

23. If we are able to anticipate that it will not be possible for the goods to be delivered within the delivery period, we will immediately inform you in writing of the reasons for this delay and if possible, indicate a probable delivery date.

24. In the event of a delay in delivery, or as a result of any action or omission on the part of the contracting party, an extension of the delivery period will be granted appropriate to the circumstances.

Reservation of title

25. Until payment is received of all monies owed to us from the contracting party, legal and beneficial ownership of any and all goods supplied to the contracting party remains with us. Such goods are merely entrusted to the contracting party as fiduciary.

26. In the event of breaches of its duties by the contracting partner, in particular in the case of delayed payment, we shall be entitled, after a reasonable period of grace allowed to the contracting party for performance has elapsed without result, to withdraw from the contract and take back the goods. The partner shall be obliged to surrender the goods.

27. We shall be entitled to withdraw from the contract if an application is filed for insolvency proceedings to be instituted against the contracting partner's assets.

28. With immediate effect the contracting party assigns to us as security all claims and rights deriving from the sale, for which we may have given the contracting party permission, of goods over which we have rights of ownership. We hereby accept the assignment.

29. The contracting partner must inform us immediately of enforcement measures being taken by third parties in respect of the reserved goods by handing over to us the documents required for any intervention. This also applies to infringements of any other kind.

30. If the value of the existing securities exceeds the secured claims in total by more than 20 per cent, we undertake, at the contracting party's request, to release securities of our choice in this respect.

Material defects

31. The quality of the goods is determined exclusively by an agreed upon inspector.

32. Any material defects in respect of any defect deriving from unsuitable or improper use, defective assembly or operation by the contracting party or third parties, normal wear and tear, defective or negligent handling, will also be excluded as the consequences of unsuitable modifications or repairs undertaken by the contracting party or third parties without our approval.

33. In the event of material defects, we must be given the opportunity to assess the notified defect. The goods complained of must be returned to us immediately; we will pay for the transport costs where the notice of defect is justified. In the event of the contracting party failing to observe these obligations, or carrying out modifications of the goods which are complained of without our consent, such a claim for material defects will be nullified.

34. In the event of notice of defect which is justified and made at the due and proper time, we will, at our choice, make improvements to the goods complained of or supply a replacement free of defect.

35. In the event of our failing to meet these obligations, or failing to do so within a reasonable time in accordance with the terms of the contract, the contracting party may set in writing a reasonable, final deadline within which we must fulfil our obligations. In the event of this period expiring without result, the contracting party may demand reduction of the price, withdraw from the contract or carry out the necessary subsequent improvements carried out by a third party at our cost and risk. There will be no reimbursement of costs if the expenses increase because the goods have been brought to another place after delivery by us, unless this means that the goods are being used as they were intended to be.

Liability and claims

36. This contract is pursuant to the Competition and Consumer Act 2010 (Cth).

37. Notwithstanding any other provision of these terms of service, damage to the following items will not be covered under any circumstances: glass, mirrors, flat pack furniture, boxes or bags packed by you, internal components of electrical items and pot plants. This is due to the nature of these items as even when well protected during transit, they can suffer damage.

38. In the event that we advise you that an item and / or an area of the original or final destination will likely suffer damage if an item is moved in accordance with your instructions, and you advise us to attempt to move the item, then we will not be responsible for any damage caused under any circumstances.

39. In the event that any items or area(s) of property are damaged and it is determined by agreement between us and you that we are at fault, the damage will be remedied as follows:

(a) You will decide whether you want to be compensated financially or if you want us to carry out repairs;

(b) In the event you want to be compensated financially, you will obtain 3 quotes for remedying the damage caused and provide these to us;

(c) We will select one of the quotes or obtain a quote of our own if we believe the quotes you provide us to be unreasonable;

(d) In the event you want us to carry out repairs, we will carry this out within a reasonable period of time; and

(e) We reserve the right to refuse to carry out repairs and to compensate you financially in accordance with this clause.

40. Unless otherwise specified below, any additional claims by the contracting party against us are excluded. This will apply in particular to claims for damages for a breach of duties arising from the obligation or form unlawful acts. We are therefore not liable for any damage not deriving from the delivered good themselves. We are in particular not liable for any loss of profit or other financial losses by the partner.

41. The limitations of liability indicated above do not apply in respect of specific intent, gross negligence on the part of our employees, and in the event of culpable violation of significant contractual obligations. In the event of culpable violation of significant contractual obligations, we are liable – other than in cases of specific intent or gross negligence on part of our employees – only for standard contractual loss, or loss which might reasonably have been expected.

42. Insofar as our liability is excluded or limited, this is also applicable to the personal liability of our employees, workers, personnel, legal representatives and vicarious agents.

Force majeure

43. Acts of God, industrial disputes, disturbances, official measures, non-arrival of deliveries from our suppliers and other unpredictable, unavoidable and serious events will release the contracting parties from their duty to perform for the duration of the disturbance and to the extent of their effect. This term is also applicable where these events occur at a time when the contracting party concerned is in

default, unless the delay is caused intentionally or gross negligently. The contracting party is obliged, so far as is reasonable, to provide the necessary information immediately and in good faith to adjust their obligations in the changed circumstances.

Jurisdiction

44. This contract made between us and the contracting party shall be governed by and construed in accordance with the laws of Queensland, Australia. The contracting party agrees to submit to the non-exclusive jurisdiction of the Queensland Courts and courts of appeal therefrom for all purposes of or in connection with this contract.

Cancellations

45. Should you decide that you require to cancel your engagement with us after the payment of a deposit has been taken, we reserve the right to retain the deposit taken in its entirety. Provisions for the return of a paid deposit either partial or whole can be considered for all jobs cancelled with more than 2 weeks' notice in writing. We reserve the right to alter this clause given any foreseeable damaging circumstances arising to us from the cancelation of any pre booked engagement.