



## **1. Definitions**

In these conditions;

1.1 “Charges” means the fee for Services payable pursuant to any agreement between the Company and the Customer, including for the Carriage of Goods.

1.2 “Company” means One Freight PTY LTD and its related body's corporate (as defined under the Corporations Act (Cwlth) 2001).

1.3 “Customer” means the party entering into the contract for carriage with One Freight and, without limitation includes the sender or receiver of the Goods, any party requesting the Third Party Provider to provide the Services and any agent, representative, or employee of the Customer.

1.4 “Dangerous Goods” means goods of a hazardous, noxious, offensive, volatile, inflammable, or explosive nature or goods the carriage of which is illegal, prohibited, or restricted by any law of the Commonwealth of Australia or any State or Territory therein by reason of the content, packaging, labeling, or other feature of the Goods.

1.5 “Goods” means the goods the subject of the Services and includes any container, packaging, pallets, or handling equipment supplied by or on behalf of the Customer.

1.6 “Person” includes natural persons, companies, limited partnerships, government or other statutory authorities or instrumentalities, and any other legal entity known at law.

1.7 “Quotation” means any quote for undertaking the Services provided to the Customer by One Freight.

1.8 “Services” means all of the services undertaken by the Third Party Provider for the Customer in connection with the Goods as set out in the Quotation or as otherwise agreed between the parties and, without limitation, may include carriage and/or storage of the Goods.

1.9 “Third Party” means any Person who, pursuant to a contract or arrangement with any other person (but excluding a contract of employment) performs or agrees to perform the Services or any part thereof.

1.10 “Platform” means the software supplied by One Freight to access Services provided by the Third Party Providers.

## 2. Exclusion as Common Carrier

2.1 One Freight and the Third Party Providers are not a common carrier and accept no liability as such. One Freight and the Third Party Providers reserve the right to refuse the carriage of Goods for any Person and for the carriage of any classes of goods, at their discretion.

## 3. Third Party Provider

3.1 The Customer authorizes One Freight (at its discretion) to sub-contract the whole or any part of the Services, and this authorization extends to any such Third Party Provider.

3.2 Any provision in these terms and conditions excluding or limiting the liability of One Freight or providing any relief or exemption from liability to One Freight shall also extend to all Third Party Providers.

## 4. Carriage and Delivery

4.1 The method or methods of undertaking the Services shall be at the discretion of One Freight or the Third Party Provider, and the Customer authorizes One Freight or the Third Party Provider to adopt any method, irrespective of whether the Customer has otherwise instructed One Freight or the Third Party Provider to undertake the Services by a particular method.

4.2 One Freight or the Third Party Provider is authorized to deliver the Goods at any address nominated by the Customer to One Freight or the Third Party Provider for that purpose.

4.3 If any such nominated place of delivery is unattended when delivery is attempted, or if for any other reason the Third Party Provider is unable to effect delivery of the Goods or is delayed in doing so, the Third Party Provider shall be entitled to handle and store the Goods in such a manner as it may in its reasonable discretion determine and shall be entitled to make a reasonable charge in respect of such handling and/or storage and subsequent delivery of the Goods, and the Customer shall meet such reasonable charge as One Freight or the Third Party Provider may make and indemnify One Freight for any other costs or expenses incurred as a result thereof.

4.4 Without limiting the generality of this clause 4:

4.4.1 If the delivery method for the Services is rail and the delivery address is a location where the Third Party Provider does not have a depot or other infrastructure, One Freight or

the Third Party Provider will be taken to have delivered the Goods if left at the nearest railhead.

4.4.2 The Third Party Provider may consolidate the Goods for transport, with other Goods, including by the use of containers, pallets, or rail wagons.

4.4.3 If any identifying document or mark on the Goods is lost, damaged, or destroyed, the Third Party Provider may open the Goods or any container or other method of conveyance utilized to inspect.

4.5 One Freight or the Third Party Provider shall be entitled to make a reasonable charge in respect of any delay in loading or unloading occurring otherwise than from fault on the part of One Freight or the Third Party Provider.

4.6 One Freight acts as an agent on behalf of the applicable Third Party Providers in providing access to facilitate freight bookings. The Service is provided by the Third Party Provider selected at the time of finalizing the booking. One Freight is not responsible for subsequent changes to the Third Party Providers' scheduled ETAs, etc.

## 5. Qualification to Quotations

5.1 No Quotation will bind One Freight unless it is given to the Customer, in writing.

5.2 The parties acknowledge that in respect of the charges;

5.2.1 Quoted Charges for the provision of the Services are dependent upon the information provided by the Customer.

5.2.2 Customers must check all information on quotes before accepting said quote.

5.2.3 Where the Customer provides information which is materially inaccurate, the Third Party Provider will be entitled to charges based on its standard rates for the Services actually provided, even if this results in the invoicing of Charges in excess of those contained in any quote.

5.3 The provisions of this clause shall continue to apply even if One Freight has billed the Customer and been paid before the inaccuracies are ascertained by One Freight or conveyed to One Freight by the Third Party Provider, and in any such circumstances, One Freight may render a further Charge to the Customer.

5.4 In the event that an agreement for the carriage of the Goods is not based on a fixed amount (subject to variation in accordance with this agreement), then the following shall apply (subject to agreement to the contrary);

5.4.1 Freight will be paid at the hourly rate specified in the Third Party Provider's then standard rate schedule at the time of the provision of Services.

5.4.2 Demurrage (if applicable) will be charged at the rate charged to One Freight directly or indirectly by any railway or shipping authority or other freight provider.

5.4.3 If any of the Goods are or become under customs control, all customs duty, excise duty, and costs (including any fines or penalties) One Freight or the Third Party Provider becomes liable to pay or pays will be paid by the Customer or reimbursed by the Customer to One Freight at cost.

5.5 Where, in the course of providing the Services, the applicable rate or rates of the Third Party Provider are increased (or discounted rates offered to One Freight by the Third Party Provider are reduced), One Freight will be entitled to pass on the direct extra cost of such an increase to the Customer without first obtaining its agreement.

## 6. Condition of Goods

6.1 The Goods must not be Dangerous Goods unless the Customer has expressly declared so in writing before the provision of the Services.

6.2 Any Quotation provided is made on the basis that the Goods are not Dangerous Goods unless otherwise expressly agreed in writing.

6.3 The Customer warrants and assures One Freight and the Third Party Providers that:

6.3.1 The Goods are fit for carriage and have been suitably packaged for such purposes;

6.3.2 The Customer has their own marine insurance for all freight;

6.3.3 The Customer has the authority of all persons owning or having any interest in the Goods to enter into this agreement on their behalf;

6.3.4 The details of description, items, pallets base, quantity, weight, quality, value, and measurements supplied by the Customer (as applicable) are accurate and correct;

6.3.5 The Customer is not sending their household and personal effects that are not related to a commercial venture;

6.3.6 There is suitable practical road and approach access to the place from which the Goods are to be collected to the place in which the Goods are to be delivered (where applicable);

6.3.7 It accepts responsibility for loading and unloading of any Goods that consist of machinery for which a license to operate is required;

6.3.8 The Third Party Provider delivering Goods for carriage is authorized to do so by the Customer.

6.4 The Third Party Provider is authorized to open any document or container (of whatever description) in which the Goods are placed or carried to determine the nature or condition of the Goods or their ownership or destination.

6.5 If, in the Third Party Provider's reasonable opinion, the Goods are or are liable to become Dangerous Goods, the Third Party Provider may, at the Customer's cost, destroy, dispose of, or render harmless the Goods without a requirement to compensate the Customer.

## 7. Dangerous Goods

7.1 Except in the circumstances shown in conditions 7.2 and 7.3 below, One Freight does not carry, nor perform other services regarding, goods that are, or are in its sole opinion, dangerous goods including, but not limited to, those specified in the International Civil Aviation Organization (ICAO) technical instructions, the International Air Transport Association (IATA) dangerous goods regulations, the International Maritime Dangerous Goods (IMDG) code, the European Agreement concerning the international carriage of Dangerous goods by Road (ADR) regulations, or any other national or international rules applicable to the transport of, or the performance of other services regarding, dangerous goods (collectively referred to as 'dangerous goods').

7.2 The Third Party Provider may, at their discretion, accept some dangerous goods for carriage. The Customer's Dangerous Goods will only be accepted by the Third Party Provider if they comply with the applicable regulations, codes, and technical instructions (as referred to in condition 7.1) and the Third Party Provider's requirements.

7.3 Whether or not the Customer has declared that the shipment contains Dangerous Goods, the Customer agrees that if the Third Party Provider considers on reasonable grounds that the shipment may cause injury or damage, they may do anything appropriate to minimize or avoid such injury or damage, including disposing of or destroying such dangerous goods, at the Customer's cost unless the Third Party Provider's actions were required due to their negligence. One Freight will not be liable to you for any loss or damage you may incur by reason of the Third Party Provider's actions under this condition.

7.4 The Customer must ensure and hereby certify by completing our consignment note or tendering a shipment to us that your shipment does not contain a prohibited article as specified in ICAO Annex 17 or other national or international regulations that govern aviation security. The Customer must give One Freight a full description of the contents of the shipment on the consignment note and other accompanying documents, and the Customer's responsibilities and liabilities are not extinguished by providing this information.

7.5 Shipments carried or handled by a Third Party Provider may be subject to security screening, which could include the use of X-ray, explosive trace detection, and other security screening methods, and the Customer accepts that their shipment may be opened and the contents of the shipment may be examined in transit.

7.6 The Customer declares that they have prepared the shipment for carriage, in secure premises, using reliable staff employed by the Customer, and that the shipment has been

safeguarded against unauthorized interference during preparation, storage, and transportation immediately prior to acceptance for carriage of the shipment by the Third Party Provider.

7.7 Third Party Providers do not accept shipments that contain prohibited items.

7.8 The Third Party Provider may be required to, and the Customer hereby authorizes One Freight to share information, including your personal data for your shipment with the shipment destination country authorities or transit country authorities for customs and/or security reasons.

7.9 Unless the Customer has received prior written approval from One Freight, the Third Party Providers do not accept shipments that contain firearms and/or ammunition, and the Customer warrants, represents, and guarantees to One Freight that the shipment does not contain firearms and/or ammunition.

## 8. Trading Terms and Payment

8.1 One Freight's trading terms are strictly seven (7) days from the date of the invoice. Payment of the Charges must be made by the Customer to One Freight in cleared funds and in full without any deduction or set off within the nominated timeframe.

8.2 Payment of the Charges must be made to or at the direction of One Freight to its nominated bank account.

8.3 Where the Customer has supplied an account number of a third party for a Service to be charged to, the Customer confirms that they have written authorization from the account holder to use the account number.

8.3.1 Where it is agreed that the Charges will be paid by a third party on behalf of the Customer, the Customer remains principally liable for charges incurred and will indemnify One Freight against any loss resulting from non-payment of the Charges by the third party. Without limiting the generality, the Customer agrees that if or insofar as the Charges are not paid by the third party, they will be payable by the Customer on demand.

8.4 If Charges are not paid on the due date for payment, interest will accrue on the unpaid Charges at a rate equal to the overdraft rate of One Freight's principal financier for overdrafts above \$100,000.00 plus a margin of 3%.

8.5 The following additional amounts will be payable where the described circumstances arise and will form part of the Charges:

8.5.1 Credit card payments incur a payment surcharge.

8.5.2 Where the Customer requests a copy of the contract or some other relevant document or information from One Freight, a \$5.50 administration fee will be payable. Such a fee will

increase to \$80.00 if the request is made more than one year after the document was first created to offset the cost of archive retrieval.

8.5.3 All costs incurred by One Freight in pursuing the recovery of overdue debts will be payable, including, but not limited to, debt collection fees and all other legal and administrative costs incurred (on an indemnity basis).

8.5.4 Where a person other than the Customer is nominated or agreed to pay the Charges but does not do so, the Customer will incur a \$10.00 administrative fee to One Freight in addition to One Freight's other rights hereunder.

8.5.5 Where the provisions of clause 9.2 are triggered, a further administration fee of \$5.50 will apply to each such event.

8.6 Where the Customer overpays an account or is otherwise provided a credit, any such overpayment or credit will, in the first instance, offset any amount owing on a Customer's account and thereafter will be available, only, as a credit against future Services to be provided by One Freight to the Customer. Any such credit must be used within 12 months of the date it is granted but will thereafter lapse.

8.7 Claims by a Customer for an account credit must be made in line with the Third Party Providers' Terms and Conditions. All time restrictions must be met. See 11.5 for further details.

8.7.1 Damages – must be lodged within 24 hours of the delivery. The POD must have a note stating the freight was damaged. Photographs must be supplied with the claim.

8.7.2 Check Weight and Cube - photographs of the consignments with a tape measure/scales must be supplied.

8.8 In addition to these terms, Third Party Providers may impose (and the Customer must comply with) their own terms and conditions in relation to their services. These are available on the Third Party Providers' website or by contacting them via their support line.

## 9. Risk

9.1 All Goods are carried at the Customer's risk.

9.2 If the Services include or result in the storage of the Goods by the Third Party Provider, then all Goods are stored at the Customer's risk.

## 10. Insurance

10.1 The Customer shall be responsible for obtaining its own insurance for the Goods while they are in the possession or control of the Third Party Provider, and any expense of such insurance shall be borne by the Customer.

10.2 One Freight will not affect any insurance of the Goods unless otherwise expressly agreed in writing. Without limiting the generality of this clause, One Freight will not affect insurance while Goods are in storage.

## 11. Loss or Damage

11.1 One Freight and/or Third Party Provider shall not be liable for any loss or damage to or failure to deliver or delay in delivery or mis-delivery of the Goods or any such loss arising from storage of the Goods, however caused and irrespective of the circumstances in which such loss, damage, failure to deliver, delay in delivery, or mis-delivery may have occurred and notwithstanding that the same may have been due to or arisen as a result of any breach of contract, negligence, wilful act or omission, or misconduct on the part of One Freight and/or the Third Party Provider or any of its servants, agents, or any other person.

11.2 This exclusion of liability extends to include not only loss of or damage to the Goods themselves but loss, damage, or injury to any person, property, or thing damaged during or in the course of the provision of the Services, and to any indirect or consequential loss arising from such loss, damage, or injury or from failure to deliver, delay in delivery, or mis-delivery.

11.3 All the rights, exclusions, and limitations of liability in these conditions shall continue to have full force and effect notwithstanding any breach of this contract by One Freight or any other person entitled to the benefit of such provisions.

11.4 Notwithstanding the foregoing, where legislation implies in these terms any condition or warranty, and that legislation prohibits provisions in a contract modifying or excluding the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in these terms. However, the liability of One Freight for any breach of such condition or warranty shall be limited to one or more of the following in the sole and absolute discretion of One Freight:

11.4.1 Supplying of the Services again; or

11.4.2 Payment of the costs of having the Services supplied again.

11.5 Your right to a credit of a Service booked on the Platform is governed by the terms and conditions of the Third Party Provider the Customer chooses or agreed to use at the time of booking and is as determined by the applicable Third Party Provider. These are available on the Third Party provider's website or by contacting them via their support line.

11.5.1 One Freight shall only be liable to provide a credit to you to the extent that it actually receives a credit from the relevant Third Party Provider. Where refunds are due to you from a Third Party Provider, One Freight will provide reasonable assistance to you in claiming such



funds from the Third Party Provider. In that situation, One Freight is authorized (but not obliged) to seek such credits from the Third Party Provider directly and on its own behalf.

11.5.2 Where a credit is approved by the Third Party Provider, the turnaround time from the date of your request for a credit to the date you are provided with your credit may take up to 12 weeks. This is beyond the control of One Freight.

## 12. GST

12.1 To the extent that a supply of Services provided by One Freight, or any other supply made under or pursuant to these terms, is a taxable supply as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth), One Freight will increase its price in respect of the supply it makes by the amount of GST payable on the supply.

## 13. Lien

13.1 Goods are received and held by the Third Party Provider subject to;

13.1.1 A lien for money due to One Freight for the Services or any proper Charges or expenses upon or in connection with the Goods; and

13.1.2 A general lien for all money or charges due to One Freight from the Customer for any services rendered by One Freight to the Customer.

13.2 The parties agree that the lien referred to in this clause attaches to the Goods when the Goods are accepted by One Freight to provide the Services.

## 14. General

14.1 Words importing the singular include the plural, and words importing one or more genders include all genders.

14.2 One Freight and/or Third Party Provider will not be or be deemed to be in default or breach of this agreement as a result of the effects of force majeure. Force majeure will include (but is not limited to) any fire, flood, strike, civil disturbance, theft, crime, act of war, or other matter beyond the control of One Freight and/or Third Party Provider.

14.3 Any part of these terms being the whole or a part of a clause shall be capable of severance without affecting any other part of these terms.

14.4 Waiver by One Freight of any breach by the Customer of any of these terms shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any other contractor subsequent breach.

14.5 A statement by any officer of One Freight shall be prima facie evidence of any fact, matter, or thing contained in such a statement.

14.6 Any notice required to be given by one party to the other may be given in writing and delivered personally, posted to the address last notified by the other party, sent by facsimile to the facsimile number last notified to the other party, or sent by electronic communication to the email address last notified to the other party. A notice so delivered will be deemed to have been received by the other party;

14.6.1 upon receipt of the written notice delivered personally;

14.6.2 At the time when in the ordinary course of postage it should have been delivered;

14.6.3 if sent by facsimile, at the time indicated in the sender's record of transmittal; and

14.6.4 if sent by electronic communication immediately after transmission unless the sender receives a notice of non-delivery or delayed delivery; and If notice by facsimile or electronic communication is sent on a non-business day or after 4:00 pm on a business day, it shall be deemed received at 9:00 am on the next following business day.

14.7 This agreement contains the entire understanding of the parties as to its subject matter. There is no other understanding, agreement, warranty, or representation whether express or implied in any way defining or extending or otherwise relating to this agreement or binding on the parties with respect to the Services or the matters to which this agreement relates. One Freight will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of One Freight.

14.8 The Customer agrees that One Freight can make any inquiries it deems necessary to investigate One Freight's creditworthiness, including undertaking inquiries with financial institutions, credit reporting agencies, any personal credit and/or consumer credit information providers (the sources). The Customer authorizes the sources to disclose any information concerning its creditworthiness in their possession to One Freight. The Customer agrees that One Freight may disclose any information in its possession concerning One Freight's creditworthiness to the solicitors.

## 15 Liability

### 15.1 Non-Excludable Obligations

15.1.1 Certain laws imply terms (Non-excludable Obligations) into contracts for the supply of goods or services that cannot be excluded.

15.1.2 Except in relation to Non-Excludable Obligations:

15.1.2.1 One Freight makes no representations, warranties, or guarantees in relation to the Services; and

15.1.2.2 All warranties and other terms which are not expressly included in these terms and conditions are excluded to the maximum extent permitted by law.

## 15.2 Exclusions

15.2.1 To the maximum extent permitted by law, One Freight excludes all liability (including for negligence) for direct, indirect, consequential, or incidental damages, lost profits or savings, or damages for disappointment.

15.2.2 To the maximum extent permitted by law, One Freight is not responsible or liable (including for negligence) to the Customer for:

15.2.2.1 Any technical errors, corruption of data, unauthorized access to your personal data, inaccuracies in information supplied by Third Party Providers, or failure by One Freight to complete Services (including if the Services are not available for any reason) where that failure is due to circumstances beyond its control;

15.2.2.2 The quality of service or any inconvenience caused or expense incurred to you or any third party as a result of any unsuitability of service for your needs;

15.2.2.3 Any failure or delay on the part of any Third Party Provider in providing a service to you where your consignment has been properly processed;

15.2.2.4 Any acts or omissions of Third Party Providers in the course of delivery of any Service, except to the extent that responsibility for those matters may be imposed on One Freight by legislation that cannot be excluded.

## 16 Fees

16.1 The following fees may apply to your Service, but are not limited to:

16.1.1 Redelivery Fee, Redirection Fee, Reprocessing Fee, POD Request, Futile Pick Up Fee, Futile Delivery Fee, Timeslot Fee, Manual Handling Fee, Manual Consignment Fee, Residential Fee, Hand Unload Fee, Pallet Transfer Fee, Dangerous Goods Fee, Demurrage, Tailgate Fee, Remote Fee, Over length Surcharge.

16.1.2 These fees are determined and charged by One Freight's Third Party Providers. If the Company is charged, the Customer will, in turn, be charged, and these fees may be charged on an adjustment connote at a later date.

## 17. Changes to the Terms

17.1 One Freight may amend these Terms from time to time to comply with any regulatory requirements or if there are changes to our business practices. One Freight will try where reasonably possible to notify the Customer of any material changes to these terms.

However, every time the Customer uses the Platform, they should check these Terms to ensure they understand the terms that apply at the time. The Customer's use of the Platform will be subject to the most recent version of the Terms available on the Platform. One Freight recommends that the Customer reads through the Terms available on the Platform regularly so that they can be sure they are aware of any changes that may apply to them.