



COMBOYNE GROUP – MASTER TERMS & CONDITIONS

1. Definitions

Carrier / Company: COMBOYNE GROUP PTY LTD
Customer / Consignor: Any person or entity requesting services
Goods: All goods handled including packaging
Services: Transport, storage and related services
PPSA: Personal Property Securities Act 2009 (Cth)

2. Not a Common Carrier

The Carrier is not a common carrier and accepts no liability as such.
All Services are provided subject to these Terms.

The Carrier may refuse to carry any goods at its discretion.

3. Application of Terms

These Terms apply to all Services and override inconsistent terms unless agreed in writing.

Use of Services constitutes acceptance.

4. Customer Warranties

The Customer warrants:

- Authority to contract
- Accuracy of information
- Goods properly packed
- Dangerous goods disclosed

Safe and unimpeded access must be provided, and any delays, additional labour, or costs arising from restricted access will be at the Customer's expense.

5. Subcontracting

The Carrier may subcontract all or part of the Services.
Subcontractors have the benefit of these Terms.

The Customer agrees not to make any claim against any subcontractor and indemnifies the Carrier against any such claims.

The Carrier enters into this contract for its own benefit and as agent for any subcontractor.

6. Dangerous Goods

The Customer must not provide dangerous goods without disclosure.
Carrier may refuse, remove or dispose at Customer cost.

7. Delivery & Risk

Risk passes upon collection or dispatch.
Goods are deemed in transit at all times including storage, delay or diversion.

Delivery complete when signed or left.
If delivery fails goods may be stored at Customer cost.

8. Routes & Handling

The Carrier may use any reasonable route or method and may deviate at its discretion.

9. WHS & Site Conditions

Services may be refused or delayed if unsafe.
Additional charges may apply.

10. Charges

Charges are earned on booking or collection.
Additional charges may apply for delays, incorrect details, access issues, storage or redelivery.

11. Surcharges & Cost Escalation

Rates may be adjusted, and surcharges may be applied, for increases in fuel, tolls, labour, supply chain disruptions, or geopolitical events.

Such surcharges may be introduced or amended at short notice where changes are sudden or outside the Carrier's control.

12. Payment Terms

Payment due within agreed terms (default 30 days).
Interest, fees and recovery costs may apply.

13. No Set-Off

Customer must not withhold payment due to disputes or claims.

14. Default

If Customer defaults, Carrier may suspend services, demand payment, recover goods or take legal action.

15. Recovery Costs

Customer liable for all legal, collection and administrative recovery costs on a full indemnity basis.

16. Lien

Carrier has a lien over goods and may sell or dispose after reasonable notice.

17. PPSA Security Interest

Customer grants a security interest.
Carrier may register and enforce rights under PPSA.

18. Limitation of Liability

Subject to Australian Consumer Law.
Liability limited to resupply or cost of resupply.

19. Exclusions

No liability for poor packaging, inherent defects, delays or external events.

20. Insurance

Goods travel at Customer risk unless agreed.

21. Claims

Claims must be notified within 48 hours and confirmed within 5 days.

22. Time Bar

Carrier discharged from liability unless proceedings commence within 6 months.

23. Storage

Storage at Customer risk and cost.

24. Uncollected Goods

Goods may be disposed of in accordance with applicable legislation.

25. Credit & Privacy

The Customer consents to:

- Credit checks
- Exchange of credit information
- Reporting defaults

in accordance with the Privacy Act 1988 (Cth).

26. Variation of Terms

Carrier may vary Terms with notice. Continued use constitutes acceptance.

27. Entire Agreement

These Terms constitute the entire agreement between parties.

28. Governing Law

This agreement is governed by the laws of Australia including the Competition and Consumer Act 2010.

29. Severability

If any provision is invalid, the remainder remains enforceable.