

IMPORTANT TRANSPORT CONDITIONS

GENERAL

- Please read our full Terms & Conditions – these Transport Conditions form part of that Contract.
- Quotes are valid for 7 days unless otherwise stated.
- Dates provided are estimates only and do not constitute a guaranteed delivery time.
- Allow 2 business days' notice for metro collections and 3+ days for regional areas.

VEHICLE REQUIREMENTS

- All windows must be intact with no structural or restrictive body damage.
- Vehicle must be drivable with working hand and foot brakes.
- Advise if ground clearance is less than 15cm (specialised service may be required).
- Vehicle must be empty of personal effects, unsecured spare parts, tools or dangerous goods.
- You must advise prior to booking if:
 - Vehicle value exceeds \$55,000, or
 - Vehicle is older than 30 years.
- Vehicles and equipment travelling into TAS / WA must be clean of all dirt and debris, plant matter.

SALVAGE ITEMS/ PRE EXISTING DAMAGE

- Vehicles or items collected from salvage yards, or with pre-existing damage, are transported entirely at the Customer's risk.
- SLL accepts no responsibility for any new or existing damage.
- Service may be refused at any point during the journey if the item is deemed too damaged to safely transport, at the driver's discretion.
- This assessment can occur at any point during transport, including if multiple drivers are engaged.
- The Customer is responsible for any additional costs incurred as a result.
- By proceeding with transport, the Customer acknowledges and accepts these conditions.

COVER, LIABILITY & EXCLUSIONS

- Strait Line Logistics does not provide insurance on behalf of customers.
- Liability for any loss or damage is strictly limited to the Warranty and Exclusions contained in our Terms & Conditions.
- Loss or damage occurring during sea or rail transport is excluded in accordance with T&Cs Exclusion (j).
- Personal effects are excluded from cover in accordance with T&Cs Exclusion (f).

CLAIMS PROCESS

- Any claim must be made strictly in accordance with the Terms & Conditions:
- Damage must be noted on the consignment note at delivery.
- SLL must be notified immediately.
- A written claim must be submitted within 2 days of delivery.
- No repairs are to be undertaken without SLL authorisation.

TRAILERS / WATERCRAFT / EQUIPMENT

- Units may be towed or carried for all or part of the transport unless otherwise agreed.
- Watercraft must be secured to a roadworthy, towable trailer.
- Trailers must be steerable, rollable with a working jockey wheel.
- Trailers must have a 50mm tow ball (advise if different).
- Loaded trailers must have their load secured appropriately for transport.
- Equipment must be in working order and operating instructions provided.

NON-DRIVABLE VEHICLES (BY PRIOR ARRANGEMENT ONLY)

- Must be declared prior to booking.
- Must be steerable with a drivers seat, rollable with inflated tyres, and have working hand and foot brakes.
- Must be secure for transport with no loose parts, broken glass or leaks.

ITEMS IN VEHICLE / CARAVAN / TRAILER (PRIOR ARRANGED ONLY)

- Transported at owner's risk and excluded from SLL warranty.
- Must be securely packed; maximum 60kg total.
- No heavy machinery, perishables, plants or dangerous goods.
- Items must be in boot/rear area only and not above window line.
- Standard fixed camper equipment is accepted with prior arrangement if bolted and secured.
- An itemised list may be required.
- Transport may be refused if items are not declared or safely packed.

ADDITIONAL CHARGES MAY APPLY

- Including but not limited to:
- Vehicle/person not available at location
- Vehicle found non-drivable or containing undeclared items
- Jump starts, winching or towing during loading/unloading
- Mechanical issues, flat batteries or tyres
- Storage – commencing day 2 after arrival
- Re-delivery due to unattended site
- Quarantine cleaning fees (WA/TAS) if vehicle not presented in clean condition
- Changes to collection/delivery address

ACKNOWLEDGEMENT

By proceeding with this booking, the customer acknowledges and accepts the Terms & Conditions and Important Transport Conditions in full.

Terms and Conditions

1. This contract is between you and us, STRAIT LINE LOGISTICS
 - 1.1. In this Contract, you are our customer, i.e. the person at whose request or on whose behalf Strait Line Logistics provides the Services to. This Contract states the terms on which we will supply services to you.
 - 1.2. Strait Line Logistics is not a common carrier and accepts no liability as such. We reserve the right to agree or to refuse to contract with the customer in its absolute discretion
 - 1.3. The terms of this Contract cannot be waived or varied.
 - 1.4. By vehicles we mean:
 - 1.4.1. Any vehicle(s) accepted from you or on your behalf.
 - 1.4.2. Vehicle(s) include Cars, Light Commercial, Heavy Commercial, Trailers, Motor Bikes, Boats, Caravans and machinery.
 - 1.5. By services we mean all services supplied to you in any capacity, including as forwarding agent, shipping agent, forwarder, storer, carrier, or bailee.
 - 1.6. We, and any subcontractor may subcontract part or all of our obligations on any terms.
 - 1.7. You agree that:
 - 1.7.1. Our employees, agents and subcontractors and their employees, agents and subcontractors have the benefit of this Contract (in particular paragraphs 4.2, 5.4 and 9) as if they were parties to it; and
 - 1.7.2. We hold that benefit on trust for them and can, if requested by them, enforce it on their behalf.
 2. If you are a consumer
 - If you are a consumer as defined under the Australian Consumer Law, this Contract does not affect any rights you may have under that Law.
 3. You must pay if no one else does
 - 3.1. Our charges are earned as soon as we collect the vehicles from you, or from the address nominated by you.
 - 3.2. You must pay the charges relating to the transport of the vehicles (including extended warranty – see paragraph 9) unless the sender (where you are not also the sender) or the receiver pays them. If another person is nominated on the front of this Contract as paying the charges, you promise that person will pay.
 - 3.2.1. You are obliged to pay within agreed payment terms, Casual Customers – Prepaid; or
 - 3.2.2. Approved account customers - to pay in accordance with their pre-determined payment terms.
 - 3.3. In addition to freight, we will charge you for:
 - 3.3.1. Any additional expenses we incur as a result of any incorrect declaration by you of the size, quantity, description or modifications to the standard of the vehicles e.g. roof racks, bull bars, lowered suspensions etc.
 - 3.3.2. Any storage charges or other charges or expenses we incur in relation to the vehicles.
 - 3.4. We are entitled to retain and be paid all allowances and remuneration paid including those customarily paid by or to forwarding agents, shipping agents, forwarders, storers, carriers or bailees.
 - 3.5. a.) Any alteration of vehicle collection address or delivery address requires 3 working days prior notice. Failure of notification will attract additional fees to cover the full value of the original booking charge plus any additional costs we incur as a result of changes to the collection address and or delivery address.
b.) Cancellation or refund is only possible if you notify us prior to vehicle being in transit and will attract a \$100 (GST inclusive) processing fee.
 4. Customer Promises
 - 4.1. Your promises are important because if they are incorrect, we may, for example, be fined for unlawfully transporting the vehicles, or the items may not be covered under STRAIT LINE LOGISTICS' extended warranty (e.g. personal effects).
 - 4.2. You promise us and the persons referred to in paragraph 1.7 that:
 - 4.2.1. You alone own the vehicles, or if there are other owners you act as their agent, and they agree to handling, transport and storage of the vehicles on the terms of this contract;
 - 4.2.2. You will indemnify us as soon as we receive any written notice of claim in connection with this contract or the handling, transport or storage of the vehicles from any person other than you (including the sender where you are not also the sender);
 - 4.2.3. You have been truthful in all information provided
 - 4.2.4. The vehicle(s) are presented to withstand handling, transport and storage;
 - 4.2.5. You have complied with all laws in connection with the vehicle(s) to ensure that they can be lawfully handled, transported and stored;
 - 4.2.6. You have not asked us to handle, transport or store the vehicles in any way that could be unlawful;
 - 4.2.7. You will not sue any person referred to in paragraph 1.7 for anything arising in connection with this contract or the handling, transport or storage of the vehicles; and
 - 4.2.8. You will indemnify us for any loss or damage caused to any person, including property damage, as a result of your breach of this contract.
 - 4.2.9. It is agreed that the indemnities in this paragraph will operate irrespective of whether any loss or damage arises from a wilful, deliberate or unauthorized act or omission by us or by any of the persons referred to in paragraph 1.7.
 5. Dangerous Goods
 - 5.1. Dangerous goods cannot be accepted for transportation.
 - 5.2. Goods are dangerous if they are classified by either the IATA Dangerous Goods Regulations or the Australian Dangerous Goods Code or if they might injure or damage people, property or the environment. They include goods that are or may become poisonous, corrosive, volatile, explosive, flammable or radioactive but excludes goods that are inherently part of that vehicle e.g. petrol in the tank or LP Gas connected to the vehicle.
 - 5.3. You promise that no dangerous goods have been placed in the vehicles.
 - 5.4. Whether or not you have told us that any goods are dangerous, you agree that if we, or if any of the persons referred to in paragraph 1.7, consider on reasonable grounds that the goods may cause injury or damage, we or any of them can, at your cost do anything appropriate, including disposing of or destroying them. We will not be liable to you for any loss or damage you may incur by reason of our actions under this paragraph. You will always bear all risk of loss of or damage to, arising in connection with dangerous goods.
 - 5.5. For safety reasons, our shipping partners will not accept damaged electric (EV) or hybrid vehicles for shipment, including minor body damage. All EVs will be inspected at the shipping terminal prior to acceptance. If a damaged EV is presented, it will be refused for shipment and you will remain liable for all charges incurred, including transport already provided and any additional costs for return transport and/or storage.
 - 5.6. You will be liable for any loss or damage caused to our properties or other parties' properties as a result of or in connection with your actions to dangerous goods under this paragraph.
 6. You give us authority to:
 - 6.1. Provide the services by any method that we in absolute discretion deem fit notwithstanding any instructions of the customer that the services are to be supplied by another method.
 - 6.2. Deviate from any usual route of transport or place of storage;
 - 6.3. Claim a general or particular lien over the vehicles, and any documents relating to them, for outstanding payments relating to those vehicles which are to be, handled, transported or stored on your behalf;
 - 6.4. Sell any vehicles held by us for outstanding payments by public auction or private sale without any notice to you; and
 - 6.5. Allow us to deduct or set off from any payment due to you and outstanding amount or payment that you have owing to us.
 7. Delivery
 - 7.1. We will attempt to deliver to the address nominated by you. Delivery is deemed completed when we receive a signed receipt or delivery docket.
 - 7.2. If that address is unattended, delivery is deemed to have occurred.
 - 7.3. If the address of delivery is unattended and we elect to re-deliver vehicles to you, we will charge you for the costs of the re-delivery including any storage costs we may incur.
 8. Notify promptly if you have a warranty claim.
 - 8.1. If you believe we are liable to you, you must:
 - 8.1.1. Make a note on your consignment note at the time of delivery;
 - 8.1.2. Notify us immediately; and
 - 8.1.3. Send your written claim request to us within 2 days. If we do not receive a written claim request from you within that time, we will have no liability to you. Notwithstanding your warranty claim request, you remain liable to pay our charges under this contract.
 - 8.1.4. Not repair your vehicle unless otherwise authorized by us.
 - 8.2. We will have no liability to you, even if you give us a written notice within that time, if you do not commence legal proceedings against us within 6 months after the date of delivery.
- ### WARRANTY
1. STRAIT LINE LOGISTICS warrants:
 - 1.1. To deliver the vehicle to the location identified in this consignment note in the same condition that the vehicle was delivered to STRAIT LINE LOGISTICS. You agree that STRAIT LINE LOGISTICS will not be liable for the condition of the vehicle if that vehicle has not been collected from STRAIT LINE LOGISTICS within 30 days of delivery; and
 - 1.2. That if the vehicle is stolen and not recovered within a reasonable time or totally written-off STRAIT LINE LOGISTICS will pay the market value of the vehicle or, if the vehicle is damaged, the cost of repairs of the vehicle, up to the chosen limit of liability. If the vehicle has been stolen or deemed to be totally written off and payment is made, you agree that STRAIT LINE LOGISTICS shall have the full salvage rights to that vehicle or if that vehicle is later found STRAIT LINE LOGISTICS shall have full ownership rights over that vehicle.
 2. EXCLUSIONS:
 - 2.1. (a)Pre-existing damage (b)Hail damage(c)Insect damage (d)Bird or bat droppings (e)Isolated stone chips (f)Loss or damage to personal effects left in the vehicle and/or damage caused to the vehicle by having personal effects in the motor vehicle (g)Loss or damage to the vehicle other than whilst in the care, custody and control of STRAIT LINE LOGISTICS (h)Mechanical or electrical derangement (i)Force Majeure Event and (j) transport other than by road i.e. sea, rail.
 3. WARRANTY CLAIM: To be submitted within (2) days of delivery.
 4. PAYMENT REQUESTS:
 - In the event that you make a warranty claim we will conduct an investigation and at our discretion we will either:
 - 4.1. Undertake such repairs ourselves through our repairers, with all costs borne by us; Or
 - 4.2. Settle the claim directly with yourself for such amount as determined by that investigation.
 5. Customer Liabilities
 - 5.1. Services are supplied at your risk. You:
 - 5.1.1. Bear all risk of loss or damage to the vehicles; and
 - 5.1.2. Always bear all risk of loss or damage arising in connection with the vehicle.
 - 5.2. We and the persons referred to in paragraph 1.7 are not liable for any delay, loss, or damage arising from the supply of or failure to supply services for any reason whatsoever including breach of contract, negligence, breach of duty as bailee, or our wilful act or default.
 - 5.3. We, and the persons referred to in paragraph 1.7 have the benefit of these exclusions and limitations of liability even if any loss or damage arises for any reason whatsoever including breach of contract, negligence, breach of duty as bailee, or our wilful act or default.
 - 5.4. Clauses 9.1 to 9.3 also apply in respect of the insurance claims for consequential losses, including loss of profits.
 6. Force Majeure Event
 - 6.1. If a party is wholly or partially precluded from complying with its obligations under this Contract by Force Majeure Event affecting that party, then that party's obligation to perform in accordance with this Contract (except where there is an obligation to pay for the service has already rendered) will be suspended for the duration of the delay arising out of the Force Majeure Event.
 - 6.2. As soon as possible after a Force Majeure Event arises, the party affected by it must, if it has not already done so, notify the other party of the Force Majeure Event and the extent to which the notifying party is unable to perform its obligations under this Contract.
 - 6.3. For the purposes of this clause a "Force Majeure Event" means anything outside that party's reasonable control, including without limitation, fire, flood, drought, hail, storm, lightning, act of God, peril of sea or air, explosion, sabotage, accident, embargo, labour dispute or shortage, civil commotion and act of war.