

GET PRONTO TERMS AND CONDITIONS

1. INTERPRETATION

In these terms and conditions:

"Courier" shall mean Get Pronto, its agents and Sub-Contractors.

"Customer" means the person or entity, or as servants or agents, entering into this contract with the Courier.

"Sub-Contractor" means and includes:

(a) Any person, firm or company with whom the Courier may arrange for the carriage of any goods the subject of this contract;

(b) Any person who is now or later a servant, agent, employee or Sub-Contractor of any other persons referred to in (a) above.

2. COURIER IS NOT A COMMON CARRIER

2.1 The Courier is not a common carrier and will accept no liability as such.

2.2 All goods or articles are carried or transported and all storage and other services are performed by the Courier subject to these conditions.

2.3 The Courier reserves the right to refuse to transport any goods for any person, firm or company at its discretion without being bound to give any reason for such refusal.

3. RIGHT TO SUB-CONTRACT

3.1 The Customer authorises the Courier to engage a Sub-Contractor for the carriage of any of the goods subject to this contract at its discretion.

3.2 The Sub-Contractor is deemed to be entitled to the full benefit of these terms and conditions to the same extent as the Courier. The Courier is deemed to have entered into this contract for its own benefit and also as agent for the Sub-Contractor.

4. DELIVERY OF GOODS

4.1 The Courier is authorised to deliver the goods at the address given to the Courier by the Customer for that purpose, and without prejudice to any other method of delivery.

4.2 The Courier is taken to deliver the goods specified in the Contract in accordance with the term and conditions of the Contract if at that address the courier obtains from any person a receipt or signed delivery docket for the goods.

4.3 If the specified place of delivery is unattended or if the Courier is otherwise unable to effect delivery, the Courier will contact the customer to arrange alternate directions, i.e.: request an "ATL": Authority To Leave safe, redelivery, alternate address or return goods to address of collection . The Customer must pay or indemnify the Courier for all costs and expenses incurred in or about for additional directions.

4.4 If the Courier receives an "ATL" in accordance with Clause 4.3, this is deemed to be delivery of the goods under this contract. In the event of a successful "ATL" delivery, the client will indemnify Get Pronto against any related loss or damage claim.

4.5 The Customer agrees to any deviation by the Courier from the usual route or manner of carriage of the goods which may be deemed by the Courier to be reasonable or necessary in the circumstances at its absolute discretion.

4.6 Where a Courier accepts goods from a Customer for forwarding by road, rail or air to an address in a town or other place where the Courier has no receiving depot, the goods are deemed

to be properly delivered under this contract if they are delivered to the designated agent in that town or other place.

5. RESPONSIBILITY FOR LOSS OR DAMAGE TO GOODS OR MISDELIVERY

5.1 Unless otherwise agreed in writing, the goods are carried at the risk of the Customer and the Courier accepts no responsibility in tort or contract or otherwise for any loss or destruction of, or damage to, or misdelivery or failure to deliver, or delay in delivery of goods either in transit or in storage, whatever the reason.

5.2 The Customer agrees to indemnify the Courier against all loss, damage and expense sustained by any person (including the Courier) by reason of any such loss, damage, misdelivery, non-delivery or delay in delivery as mentioned in Clause 5.1.

6. EXPLOSIVE, INFLAMMABLE OR OTHERWISE DANGEROUS GOODS

6.1 The Customer or the Customer's authorised agent must not tender any explosive, inflammable, or otherwise dangerous or damaging goods for carriage by the Courier unless the Customer gives the Courier a full description of the goods. Certain dangerous goods in low quantities can be carried as long as a "Dangerous Goods Shipping Document" is attached to the goods.

6.2 If the Customer fails to comply with Clause 6.1, the Customer is liable for all loss and damage resulting from this breach.

7. CLAIMING FOR LOSS OR DAMAGE

7.1 Any claim for loss or damage to the goods the subject of this contract in whole or in part by the Customer or the Consignee must be lodged with the Courier in writing within three (3) days from the date of despatch of the goods.

7.2 Only the cost price to the sender of the goods is covered. The sender must provide Get Pronto proof of purchase such as the Tax Invoice when purchased.

7.3 The consignment must be picked up by Get Pronto for assessment in the original packaging, photos alone are not sufficient unfortunately.

7.4 Goods need to be thoroughly and securely packed. There are a number of day to day situations such as sudden braking that can easily damage goods that are not securely packaged.

7.5 If more than our maximum coverage is required, we advise you to take out your own insurance policy.

7.6 Items not covered include, but are not limited to:

- Cash, Stamps or Coins
- Deeds, Securities, Treasury Notes and the like
- Perishables
- Jewellery
- Antiques and Fine Art
- Glass and ceramic goods such as bottles, tiles and lights
- Electrical items not working, unless clearly damaged in transit
- Goods of personal or sentimental value
- Live animals
- Any loss due to delayed delivery, misdelivery or the like

8. CUSTOMERS' WARRANTY AS TO OWNERSHIP OR OTHERWISE

8.1 The Customer expressly warrants to the Courier that the Customer is either the owner of, or authorised agent of the owner, of any goods under this contract.

8.2 By entering into this contract, the Customer agrees to accept these Terms and Conditions of this contract of carriage on behalf of the Consignee, as well as for all other persons on whose behalf the Customer is signing.

8.3 The Customer agrees to indemnify the Courier for any liability whatsoever to any person in respect of the goods subject to this Contract (other than the Customer) who claims to have, who has, or may have later on, any interest in the goods in whole or in part.

9. CUSTOMER'S WARRANTY AS TO PACKAGING OF GOODS

9.1 The Customer warrants that the Customer has complied with all laws and regulations relating to nature, packaging, labelling or carriage of the goods and that the goods are packed in an adequate manner to withstand the ordinary risks of carriage when having regard to the nature of the goods.

9.2 The Customer agrees to indemnify the Courier to the extent that the Customer fails to comply with this warranty and loss or damage result from the Customer's failure to comply.

10. INSURANCE OF GOODS

10.1 The Courier will effect insurance of goods up to the value of \$10,000 as the agent of the Customer if the Customer instructs the Courier to do so in writing prior to the effect of the contract.

10.2 To avoid doubt, it is not the responsibility of the Courier to effect insurance of goods. Insurance of goods will only be effected by the Courier for the benefit of the Customer if the Courier receives written or electronically transmitted instructions from the Customer.

11. CHARGES BY THE COURIER

11.1 The Couriers' charges are deemed to be earned as soon as the goods are loaded and despatched by the Courier.

11.2 The Customer will be and remains responsible to the Courier for all proper charges incurred by the Courier for any reason whatsoever.

11.3 The Courier is entitled to make a charge for any delay over ten (10) minutes in loading or unloading the goods which results from the Customer's default. The permissible delay period starts upon the Courier reporting at the relevant place for loading or unloading.

11.4 The cost of any labour to load or unload the vehicle is the responsibility of the Customer or Consignee of the goods.

11.5 The Courier has the right to cancel (see 13) the service should the goods not be ready for carriage within 10min of the Couriers arrival at the point of collection. The Courier will notify the Customer of this in effect.

12. TERMS OF PAYMENT

12.1 Customers not on a COD basis or not paying each job in advance via credit card agree to accept the terms of trading as strictly seven (7) or fourteen (14) days net from receipt of the Courier's daily, weekly or monthly invoice or statement, whichever the case may be. The applicable terms of trading for the Customer will be shown on the Customer's invoice or statement.

12.2 The Customer agrees to pay all costs, legal or otherwise, incurred in the collection of charges due and owing by the Customer to the Courier for carriage of goods.

13. CANCELLATION CHARGES

13.1 The Courier will charge the Customer 70% of the quoted price if the contract is cancelled after the Courier has arrived at the collection address.

13.2 The Courier will charge the Customer 30% of the quoted price if the contract is cancelled after the contract has been accepted by the Courier.

13.3 The Courier will not charge the Customer if the contract is cancelled before the contract has been accepted by the Courier.

14. REFUNDS POLICY

14.1 The Courier does not issue refunds under any circumstances other than services paid in advance via cash or credit card specifically related to Cancellation Charges (see 13). Any service paid for by credit card which the Courier approves of a refund (part or full) will have a transaction fee applied of one Australian dollar (\$1.00 AU).

15. GOODS AND SERVICES TAX

15.1 In this Agreement:

“GST” means any tax imposed by authority of any GST law enacted by the Commonwealth Parliament and includes goods and services tax within the meaning of the GST Act.

“GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

15.2 The Customer agrees that to the extent that the Courier is or becomes liable to pay GST pursuant to making a taxable supply under the GST Act to the Customer, the Customer will pay or reimburse the Courier for that GST liability.

15.3 The Customer must pay the Courier the GST imposed in respect of the taxable supply made by the Courier to the Customer at the time when the Customer pays the Courier the amount owing in respect of that supply.

15.4 Except where otherwise expressly indicated, rates quoted and invoiced by Get Pronto are exclusive of G.S.T. which will be shown as a separate item on Get Pronto's tax invoice.

16. GENERAL

16.1 The Customer accepts that all rights, immunities and limitations of liability accruing to the Courier under these Terms and Conditions continue to have full force and effect, notwithstanding any breach of contract or any condition by the Courier.

16.2 Notwithstanding anything in these Terms and Conditions, the Courier continues to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) or any other Commonwealth or State legislation if and to the extent that the relevant Act applies to the contract and prevents any exclusion, restriction or modification of any such warranty.

16.3 The Courier is not bound by any agreement which purports to vary these Terms and Conditions unless the agreement is in writing and signed by or on behalf of the Courier by its duly authorised officer.

16.4 These Terms and Conditions are to be governed and construed by the laws of the State in which the Courier has its principal place of business wherever the contract is made. Accordingly, any proceedings in respect of any claim, matter or thing against the Courier must be instituted in that State only.

16.5 The clauses and provisions in these Terms and Conditions are severable from each other and if for any reason any clause or provision is invalid or unenforceable, such invalidity or

unenforceability does not prejudice or in any way affect the invalidity or unenforceability of any other clause or provision of these Terms and Conditions.