

FOLEY LOGISTICS PTY LTD

CONDITIONS OF TRANSPORTATION

ABN 84 678 819 504

○ IMPORTANT NOTICE

Please read these Conditions of Carriage carefully. By engaging Foley Logistics PTY LTD to provide transport or crane-truck services, you agree to be bound by these terms.

These conditions outline:

- Exclusions and limitations of liability
- Customer responsibilities when preparing goods for transport
- Crane-truck operational requirements
- Insurance recommendations

Our pricing is based on the limitations and risk allocations set out herein (see liability clauses).

Foley Logistics recommends that all customers arrange independent insurance for their goods, as our liability is limited.

Private / Non-Business Transport

Where services are not used for business purposes, you may have rights under the Australian Consumer Law, which cannot be excluded.

Major failures may entitle you to refunds or compensation.

Business Transport

If the goods are transported for business purposes, ACL guarantees do not apply and our liability is strictly limited.

○ **DEFINITIONS**

Carriage – All services provided by Foley Logistics, including crane lifting, semi-trailer transport, loading, unloading, packing, handling, storage, site movement and associated logistics support.

Carrier – Foley Logistics Pty Ltd.

Customer – Any party engaging Foley Logistics to transport or lift goods.

Goods – Any items accepted for transport, including building materials (e.g., timber, frames, trusses, plasterboard, roofing materials, pallets, site packs, machinery parts) unless otherwise restricted.

Crane – Any crane-truck, vehicle loader crane, HIAB, lifting attachment, chains, slings, or lifting equipment operated by Foley Logistics.

Excluded Goods – Items we do not accept for transport, including:

- Cash, jewellery, precious metals
- Valuable artworks
- Dangerous goods of certain ADG classes
- Regulated waste
- Household personal effects
- Whitegoods not in original packaging
- Fragile goods not suitable for open-air crane work

Chain of Responsibility Law – Laws under the Heavy Vehicle National Law (HVNL) that hold all parties customer, consignor, receiver and driver responsible for ensuring safe transport conditions.

Damage – Includes breakage, deterioration, weather exposure, impact, strain, contamination or deformation.

○ **NOT A COMMON CARRIER**

Foley Logistics is not a common carrier and may refuse service for any goods or any customer at our discretion.

○ **FOLEY LOGISTICS' OBLIGATIONS**

Foley Logistics will:

- **Exercise reasonable care in handling and transporting goods**
- **Apply appropriate lifting techniques for crane operations**
- **Follow customer supplied handling requirements where safe and practical**
- **Hold all licences required by law (HV licences, VOCs for crane operation, CoR compliance)**
- **Make reasonable efforts to meet preferred collection/delivery times**
- **Use suitable vehicles and lifting equipment for the task**

○ **CUSTOMER WARRANTIES & RESPONSIBILITIES**

The Customer warrants that:

- **Goods are fit for transport and lifting, especially given crane-truck risks (weather exposure, overhead obstructions, uneven ground)**
- **Packaging is suitable for crane lifting where applicable**
- **All load information (weights, measurements, fragility, centre-of-gravity) is true and accurate**
- **Safe site access exists for trucks and cranes, including firm ground and clear overhead space**
- **Loading/unloading areas are prepared and safe to operate in**
- **Goods are not Excluded Goods**



Customers must also provide:

- Accurate delivery addresses
- Contact details for site representatives
- Special handling instructions (if required)
- All documentation necessary for compliance

Customers indemnify Foley Logistics for inaccuracies or breaches related to the above.

○ SUBCONTRACTING

Foley Logistics may subcontract any part of the carriage. If subcontracting occurs, we remain responsible for the acts and omissions of that subcontractor, consistent with your source document.

○ LIABILITY – NON-BUSINESS CUSTOMERS

Where ACL applies:

- Liability exists only for proven negligence
- You must notify us of claims within required timeframes
- Maximum consignment value cannot exceed \$20,000 without prior written approval

○ LIABILITY – BUSINESS CUSTOMERS

For business transport, our liability is limited:

- No liability unless damage is caused by proven negligence
- Liability is capped at \$5,000 per incident for any loss or damage



DRIVING THE ECONOMY

Foley Logistics is not liable for:

- Weather exposure (rain, dust, hail, sun)
- Damage from vibration, road conditions, or construction-site terrain
- Fragile goods prone to breakage in crane lifts
- Incorrect packing by suppliers
- Load instability due to improper packaging
- Goods inherently unsuitable for crane lifting
- Customer instructions resulting in damage
- Over-dimensional or overweight goods not disclosed prior

○ SHIPPING CONTAINERS

Where container transport is requested:

- Minimum time allowances apply for depots and ports
- Storage fees may apply
- Delays beyond included allowances will incur additional charges

○ ROUTE & DEVIATION

Foley Logistics may alter the route or method if necessary for safety, compliance, traffic conditions, site access issues, or operational practicality.

○ INSPECTION RIGHTS

We may open, inspect, or assess goods if required by law or operational necessity. No liability is accepted for delays or repacking costs resulting from inspection.



DRIVING THE ECONOMY

○ DELIVERY CONDITIONS

A delivery is deemed complete when goods are:

- Handed to any person at the delivery site, or
- Left at site when safe and reasonable

If site access is unsafe, unattended or unsuitable:

- Additional charges may apply
- Storage may be arranged at customer's cost

○ CRANE-TRUCK SERVICES

The Customer warrants that:

- Ground conditions are suitable to support the truck and crane
- Overhead power lines are cleared and identified
- Site access widths allow for semi trailers or long crane trucks
- Lifting zones are free of hazards, people, and obstructions
- Goods are packaged appropriately for lifting (e.g., strapped, banded, palletised)

Foley Logistics provides standard lifting accessories (chains, slings, hooks).
Specialised lifting gear must be requested prior to booking.

Foley Logistics is not liable for:

- Site damage caused by unstable or inadequate ground
- Lift failure due to incorrect customer-provided packaging
- Delay caused by site congestion or unsafe conditions

○ STORAGE

If goods are stored at Foley Logistics' facility:

- Storage fees apply
- Goods will not be released where outstanding amounts remain unpaid
- Dangerous goods will not be stored

○ INSURANCE

Foley Logistics does not insure goods.
Customers must obtain their own insurance for transit and lifting operations.

○ GENERAL LEGAL CLAUSES

Default

Non-payment or breach may result in suspension of service.

Lien

We retain a lien over goods for unpaid charges.

Charges

Customers must pay all fees, including delays, fuel levies, permits, over-dimensional requirements and labour.

Dangerous Goods

Must be declared. Undeclared dangerous goods may be destroyed without liability.

Force Majeure

We are not liable for unavoidable delays outside our control.



Claims

Written claims must be lodged within 14 days.

Legislation

These conditions operate subject to the Competition and Consumer Act 2010 (Cth).

Compliance

Both parties must comply with HVNL, CoR laws, and Modern Slavery laws.

Entire Agreement

These Conditions form the entire agreement unless varied in writing.

Jurisdiction

Queensland law governs this agreement.

DOCUMENT CONTROL

Document Code: COT-FL

Review Frequency: 12 Months

Approved By: Director – Foley Logistics

Next Review Date: May 2025

Signed for and on behalf of Foley Logistics Pty Ltd

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end.

Director Signature

Official controlled copy is the electronic version.

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