

STANDARD TERMS OF SUPPLY

Truck and truck-and-trailer combination cartage, material supply and disposal | Version September 2026

Charge / event	How it is charged
Waiting / standby	After any free period stated in the Quote; otherwise after the first 15 minutes following the Vehicle's arrival at the site or the booked time (whichever is later), until loading or unloading can proceed and the Vehicle is released. Charged at the quoted or notified rate in 15-minute increments or part thereof. The Customer must dispute the charge in writing within seven calendar days after receiving an invoice or sufficiently detailed written notice from Cartage Australia.
Cancellation / aborted load	The applicable quoted cancellation, call-out or minimum charge, plus committed third-party costs. If the Quote is silent, a same-day cancellation or postponement attracts a standard minimum of eight hours at Cartage Australia's applicable hourly cartage or standby rate for each booked Vehicle. A dispatched load may attract the greater of that minimum and the scheduled trip or load rate, plus non-duplicative return, rehandling and disposal costs.
Site-caused additional work	Additional travel, diversion, reloading, return, cleaning, disposal, weighbridge, toll, permit and other costs caused by the Customer or site are payable at quoted/notified rates or, if no rate is stated, Cartage Australia's reasonable cost plus the applicable service charge.
External cost changes	Quarry, material, disposal, toll, levy, tax, permit and fuel-related increases may be passed through for future or unperformed work after notice. The Customer may cancel affected unperformed work before dispatch if it does not accept the revised price.

Important: The Quote, rate schedule or other written pricing must state the actual waiting, cancellation, minimum and after-hours rates applicable to the work. These Terms explain when those charges arise; they do not replace clear job-specific pricing.

1. Application and contract formation

- These Terms apply to every supply of Materials and/or Services by Cartage Australia Pty Ltd ABN 60 108 355 344 (Cartage Australia) to the Customer. They apply to each Order accepted by Cartage Australia, whether the Order is placed orally, electronically, by purchase order or otherwise.
- An Order is accepted when Cartage Australia confirms it, allocates a vehicle or subcontractor, collects Materials, commences the Services or supplies any part of the Order.
- The Contract consists of, in descending order of priority: (i) any written agreement signed by both parties; (ii) the accepted Quote or written rate schedule; (iii) these Terms; and (iv) the Order, but only as to description, quantity, delivery point and requested timing. Any customer terms are excluded unless Cartage Australia expressly agrees to them in writing.
- A person placing an Order warrants that they are authorised to bind the Customer. If the Customer requests delivery to, or work for, another person or site, the Customer remains liable for all amounts payable.
- Cartage Australia may use employees, owner-drivers and other subcontractors to perform the Contract and remains responsible for their performance to the extent required by law.
- Cartage Australia is not a common carrier and does not accept the obligations of a common carrier. It may reasonably decline an Order, route, site or type of Material, including where the work is unsafe, unlawful, unsuitable for the available Vehicle, or outside the scope of its business.

2. Quotes, forecasts and Orders

- Unless a Quote states otherwise, it expires 30 days after issue and is an estimate based on the information supplied by the Customer. Cartage Australia may accept or reject an Order in whole or in part.
- Forecasts, programs and requested delivery times are planning information only and do not constitute a guaranteed volume, Vehicle availability or delivery time unless expressly stated in a signed agreement.
- The Customer must provide complete and accurate information in sufficient time for Cartage Australia to price and perform the work. This includes collection and delivery locations, site contacts and hours, the Material's source, description, estimated quantity or weight, characteristics, contamination and dangerous-goods status, applicable waste or environmental classification, intended destination, access restrictions, required Vehicle type and configuration and any special transport, handling or disposal requirements.
- Cartage Australia may reasonably adjust the Vehicle type, route, sequence, source location or timing where operational, safety, legal or supply conditions require, provided the material specification is not materially changed without the Customer's agreement.

3. Prices and adjustments

- The Customer must pay the prices and charges in the Quote, rate schedule or other written pricing current when the Order is accepted. Unless expressly stated, prices exclude GST and exclude waiting, after-hours work, tolls, permits, disposal, testing, washing, rehandling and other additional charges.
- Rates based on tonnes, cubic metres (m³), hours, kilometres, loads, trips or another stated unit are calculated from Cartage Australia's dockets, weighbridge records, telematics, GPS, quarry records or other contemporaneous operational records. A minimum load, minimum hours, call-out or minimum daily charge stated in the Quote applies even if the Customer uses less capacity or releases the Vehicle early.
- If an external cost changes after a Quote is issued, including fuel, quarry or supplier pricing, disposal fees, tolls, permits, taxes, government charges or industrial cost increases, Cartage Australia may adjust the price of future or unperformed work after giving reasonable notice. The Customer may cancel affected unperformed work before Vehicle dispatch without a cancellation charge, but remains liable for work already performed and non-recoverable costs already committed.

- (d) A fuel levy or fuel adjustment is calculated using the method or index identified in the Quote or rate schedule. If no method is identified, no separate fuel levy applies unless the parties later agree in writing.
- (e) If the Customer changes the Order or any information supplied by it is inaccurate, incomplete or late, Cartage Australia may reject the change, issue revised pricing, or charge the reasonable additional costs of the resulting work, delay or third-party charges. Cartage Australia must notify the Customer of a material price change as soon as reasonably practicable.

4. Waiting time, delays and additional charges

- (a) Waiting time or standby is payable where a Vehicle and driver are ready and available but loading, entry, weighing, unloading, tipping, paperwork, washing, release or departure is delayed for reasons outside Cartage Australia's reasonable control. This includes queues, induction, unavailable site personnel or reception facilities, a closed site, rejected or changed instructions, unsuitable access or another contractor's activities.
- (b) Waiting time or standby starts after any free period stated in the Quote. If no free period is stated, the first 15 minutes after the Vehicle arrives at the site or the booked time, whichever is later, are free. Chargeable waiting or standby ends when the Vehicle can proceed and is released from the relevant site, and is billed at the stated rate in 15-minute increments or part thereof.
- (c) Waiting time or standby may be established by signed or unsigned dockets, driver records, quarry records, GPS, telematics, photographs, electronic timestamps or site communications. The Customer must dispute a waiting or standby charge in writing within seven calendar days after receiving the relevant invoice or a written notice from Cartage Australia that reasonably identifies the date, duration and basis of the charge. An email, SMS or message sent through the parties' usual electronic communication channel is sufficient. If the Customer does not respond within that period, the charge and supporting records are taken to be accepted, except in the case of manifest error or to the extent a right cannot lawfully be excluded.
- (d) The Customer must pay additional charges for any extra trip, diversion, re-routing, return load, reloading, rehandling, washing, decontamination, storage, disposal, permit, escort, toll, weighbridge or other work reasonably required because of the Customer, the consignee, the site or inaccurate instructions.
- (e) Where a job is charged by trip or load, waiting and additional charges are payable in addition to the trip or load rate. Where a job is charged hourly, chargeable time includes travel, queueing, site time and other time specified in the Quote.
- (f) Notice that a site or load will be delayed does not itself waive waiting or cancellation charges. Where practicable, the Customer should notify Cartage Australia at least three hours before the booked time. Cartage Australia may reallocate a Vehicle where a notified delay would materially disrupt the transport program.

5. Cancellation, postponement and aborted work

- (a) The Customer must give the cancellation or postponement notice stated in the Quote. If none is stated, reasonable notice must be given before Cartage Australia commits a Vehicle, driver, material purchase or third-party resource.
- (b) Unless the Quote states otherwise, if the Customer cancels or postpones work on the calendar day for which it is booked, a standard minimum charge equal to eight hours at Cartage Australia's applicable hourly cartage or standby rate applies for each booked Vehicle, together with non-recoverable material, quarry, subcontractor and other third-party costs reasonably incurred. This minimum reflects the Vehicle and driver capacity reserved for the Customer.
- (c) If a Vehicle has been dispatched or Materials collected, Cartage Australia may charge the greater of the applicable minimum under clause 5(b) and the scheduled trip or load rate, plus waiting, return, rehandling, cleaning, storage and lawful disposal costs. Cartage Australia will not recover the same charge or cost twice. These amounts are charges for reserved or supplied resources and costs incurred, not a penalty.
- (d) Cartage Australia may suspend or abort work without liability where the work cannot be performed safely or lawfully, the site is inaccessible or unsuitable, instructions are materially inaccurate, the Customer is in payment default, or a Force Majeure Event occurs. Charges remain payable to the extent set out above where the cause is not Cartage Australia's breach.

6. Delivery, proof and transfer of risk

- (a) Delivery occurs when the Materials are discharged from Cartage Australia's Vehicle at the Delivery Site or, if discharge cannot safely or lawfully occur for reasons not caused by Cartage Australia, when the Materials are tendered at the Delivery Site and the Vehicle is directed to leave, return or dispose of the load.
- (b) Risk in Materials passes to the Customer immediately on Delivery. From that time, the Customer is responsible for the Materials and for all loss, contamination, segregation, handling, storage, use, further transport, environmental impact and disposal, except to the extent caused by Cartage Australia's breach, negligence or unlawful act.
- (c) The Customer is responsible for confirming before discharge that the delivery location, reception area, stockpile, bin or other nominated reception point is correct, accessible and suitable. Cartage Australia may rely on directions from a person who reasonably appears to be the Customer's authorised site representative.
- (d) A delivery docket, quarry docket, weighbridge record, photograph, GPS or telematics record, electronic confirmation or other contemporaneous record is prima facie evidence of collection, quantity, arrival, waiting and Delivery. Delivery does not require a signature where no authorised representative is available or the site uses contactless delivery.
- (e) Cartage Australia may deliver in instalments and invoice each instalment separately. Delivery dates and times are estimates unless expressly guaranteed in a signed agreement.
- (f) After Delivery, Cartage Australia is not responsible for whether Materials are mixed, incorporated, moved, used or applied correctly, or remain suitable for the Customer's particular purpose, except to the extent a non-excludable law provides otherwise.

7. Title to Materials and PPSA

- (a) This clause applies only where Cartage Australia sells Materials. Title does not pass until Cartage Australia receives cleared payment of all amounts owing for those Materials and the related Services, although risk passes under clause 6.
- (b) Until title passes, the Customer must keep identifiable Materials separate, protected and clearly marked as Cartage Australia's property, must not grant an interest in them, and must allow Cartage Australia reasonable access to recover them where lawful. This right does not authorise entry into residential premises without consent or legal authority.
- (c) If Materials are mixed, processed, incorporated or resold before payment, the Customer must account to Cartage Australia for the identifiable proceeds up to the amount owing, subject to applicable law.
- (d) The Customer acknowledges that the Contract may create a security interest under the Personal Property Securities Act 2009 (Cth) and must provide information and reasonable assistance required for registration. Cartage Australia may recover reasonable registration and amendment fees. Rights that cannot lawfully be excluded are preserved.

8. Customer-owned Materials and disposal services

- (a) Where Cartage Australia transports Material that it has not sold, ownership and risk in that Material remain with the Customer or relevant owner throughout collection, transport and disposal, except to the extent that loss or damage is directly caused by Cartage Australia's breach, negligence or unlawful act. The Customer warrants that it owns the Material or has authority to arrange its collection, transport, delivery, reuse or disposal.
- (b) The Customer must correctly describe, classify and, where required by law or reasonably requested, sample and test the Material before collection. The Customer must disclose its source, composition, contamination status, dangerous or regulated characteristics, applicable waste code or classification, and any biosecurity restriction. Cartage Australia may rely on that information without independently verifying it.
- (c) Before collection, the Customer must provide any waste transport certificate, approval, exemption, site assessment, laboratory result or other record required for lawful transport, acceptance, reuse or disposal. Cartage Australia may refuse or suspend the Services until satisfactory records are provided.
- (d) Cartage Australia may inspect or arrange sampling or testing of Material where reasonably required, but has no duty to do so. If the Customer's description or classification is inaccurate, or testing identifies an undisclosed issue, the Customer must pay the reasonable inspection, testing, delay, cleaning and related costs.
- (e) If Material is rejected, reclassified or cannot lawfully be received at the intended destination for a reason not caused by Cartage Australia, Cartage Australia may return it to the collection site, redirect it to another authorised facility, or hold it pending lawful instructions. The Customer must pay all waiting, additional transport, storage, testing, cleaning, facility and disposal charges reasonably incurred.
- (f) Material described as clean fill, clean soil, clay, recyclable, reusable or another beneficial-use category must meet the legal and facility acceptance requirements applying at the relevant place. Material of unknown origin or mixed with waste must not be described as clean or unrestricted.
- (g) The Customer is responsible for regulatory action, clean-up, third-party claims and disposal costs arising from an inaccurate description, concealed hazard, unlawful instruction or non-compliant Material. That responsibility is reduced to the extent Cartage Australia caused or contributed to the relevant loss.

9. Customer responsibilities at collection and Delivery Sites

- (a) The Customer must ensure each site is open, lawfully accessible and suitable for the relevant Vehicle and task, including safe entry and exit, adequate overhead and lateral clearance, stable and substantially level ground, sufficient turning and tipping space, clean and trafficable access roads, safe stockpile or receival areas, appropriate traffic management and adequate lighting.
- (b) The Customer must identify underground services, overhead lines, structures, soft ground, voids, slopes and other hazards, and provide a competent spotter where reasonably required. The Customer must not direct a driver to tip or travel where the driver reasonably considers it unsafe or unlawful.
- (c) The driver has final operational control of the Vehicle and may refuse or stop any movement, loading, unloading or tipping instruction on safety or legal grounds. A refusal does not make Cartage Australia liable for resulting delay where the decision was reasonable.
- (d) If the Customer requests off-road access, tipping or unloading beyond the formed and safe access point, it does so at its risk. The Customer is liable for reasonable recovery, towing, cleaning and delay costs if the Vehicle becomes bogged, trapped or contaminated because of site conditions not disclosed to Cartage Australia.
- (e) The Customer must provide and maintain suitable site infrastructure and receival facilities and is responsible for site-specific environmental controls, dust suppression, mud and debris, spills, runoff, stockpile management and lawful handling or disposal after Delivery.
- (f) The Customer must nominate a competent site contact, provide required site-specific inductions and disclose relevant risk assessments, traffic plans and safe work requirements. Unless Cartage Australia is notified otherwise, a nominated site contact or person apparently in charge may give operational delivery and tipping directions and approve reasonable additional work required at the site. A change to agreed rates still requires written approval by an authorised representative.

10. Safety, mass limits and Chain of Responsibility

- (a) Each party must comply with applicable work health and safety, environmental, road transport, heavy vehicle and Chain of Responsibility laws and must not request, direct or permit conduct that would cause a breach.
- (b) The Customer must not impose a schedule, rate, loading practice or site delay that would encourage speeding, fatigue, overloading, unsafe tipping or another breach. Cartage Australia may alter, delay or refuse work to comply with law or manage a safety risk.
- (c) Weights are subject to lawful Vehicle mass limits, load distribution and safe operating requirements. Any estimate of payload is not a promise that a stated tonnage can lawfully or safely be carried on every trip.
- (d) Each party must promptly notify the other of any incident, hazard, regulator direction or material compliance issue relevant to the Services and cooperate in a reasonable investigation.

11. Material quality, quantity and claims

- (a) Where Cartage Australia sells Materials, it warrants that at Delivery they will materially conform to the specification expressly stated in the Quote, subject to normal industry and source tolerances. Cartage Australia does not warrant fitness for a particular purpose unless that purpose and reliance have been disclosed and expressly accepted in writing.
- (b) The Customer must inspect Materials as soon as reasonably practicable and, where safe, before they are mixed, spread, processed or incorporated. Apparent quantity, wrong-product or contamination concerns should be noted on the docket and notified promptly, with photographs, samples and relevant records where available.
- (c) The Customer must preserve affected Materials and give Cartage Australia a reasonable opportunity to inspect and test them. The Customer must take reasonable steps to mitigate loss. Failure to give prompt notice does not exclude a claim where it was not reasonably possible to identify the issue earlier or where the law does not permit exclusion.
- (d) Certified quarry or weighbridge records are prima facie evidence of quantity. Moisture variation, settlement and ordinary measurement tolerances are not shortages unless outside the agreed specification or applicable standard.

12. Invoices, payment and disputes

- (a) Cartage Australia may invoice per load, trip, day, week, milestone or other period stated in the Quote. The Customer must pay each invoice by its stated due date or, if none is stated, within 30 days after the end of the month in which the Materials or Services were supplied.
- (b) Payment must be made in cleared funds without set-off, deduction or withholding except where required by law. A genuine dispute about part of an invoice does not relieve the Customer from paying the undisputed balance by the due date.
- (c) Except for a waiting or standby dispute governed by clause 4(c), the Customer must notify Cartage Australia promptly of any invoice dispute, identifying the disputed item and reasons and providing supporting records. The parties must continue to perform undisputed obligations while the dispute is addressed, unless unsafe, unlawful or commercially unreasonable.
- (d) Overdue amounts bear interest from the due date at 1.5% per month, calculated daily, or the maximum lawful rate if lower. The Customer must reimburse Cartage Australia for reasonable external debt recovery and legal costs actually incurred in recovering overdue amounts, to the extent permitted by law.
- (e) Cartage Australia may, on reasonable notice, reduce or withdraw a credit limit or require prepayment or security for future Orders. It may immediately suspend further supply while an amount is overdue, the Customer exceeds its credit limit, or Cartage Australia reasonably believes the Customer may be insolvent. Suspension does not affect accrued rights or amounts already owing.

13. GST, taxes and statutory payment rights

- (a) Unless expressly stated otherwise, all prices are exclusive of GST. The Customer must pay GST at the same time and in the same manner as the consideration for the taxable supply after receiving a valid tax invoice.
- (b) The Customer must pay any tax, levy, permit fee, toll or government charge directly attributable to the Order, other than tax on Cartage Australia's net income, where it is stated in the Quote or arises after the Quote due to a change in law or government charge.
- (c) Nothing in the Contract limits either party's rights or obligations under applicable security of payment legislation. Any contractual dispute process does not prevent a party from serving a payment claim, payment schedule or adjudication application within a statutory time limit.

14. Liability and indemnity

- (a) Nothing in the Contract excludes or limits liability that cannot lawfully be excluded or limited, including applicable rights under the Australian Consumer Law.
- (b) Subject to clause 14(a), Cartage Australia is not liable for indirect or consequential loss, loss of profit, loss of production, loss of opportunity or liquidated damages owed by the Customer to another person, except to the extent such loss was reasonably foreseeable and directly caused by Cartage Australia's breach, negligence or unlawful act and cannot lawfully be excluded.
- (c) Subject to clause 14(a), Cartage Australia's aggregate liability arising from an affected supply is limited, at Cartage Australia's option, to resupplying the affected Materials or Services, paying the reasonable cost of resupply, or refunding the price paid for the affected supply. This limitation does not apply to liability for personal injury, fraud, wilful misconduct or damage to tangible property caused by Cartage Australia's negligence.
- (d) The Customer indemnifies Cartage Australia against third-party claims and reasonable costs arising from the Customer's breach, negligent or unlawful act, unsafe site, inaccurate material description, unlawful instruction or handling of Materials after Delivery, but only to the extent caused or contributed to by that matter. The indemnity is reduced to the extent Cartage Australia caused or contributed to the loss.

15. Force majeure

- (a) A party is not liable for delay or failure caused by an event beyond its reasonable control, including extreme weather, flood, fire, road closure, traffic incident, industrial action, epidemic, utility failure, quarry or supplier interruption, material shortage, Vehicle breakdown despite reasonable maintenance, government action or transport restriction (Force Majeure Event).
- (b) The affected party must notify the other within a reasonable time, take reasonable steps to reduce the effect and resume performance when practicable. Payment obligations for Materials or Services already supplied are not suspended.
- (c) If a Force Majeure Event materially prevents an unperformed Order for more than 10 Business Days, either party may cancel the affected unperformed part on notice without liability other than reasonable committed third-party costs disclosed to the Customer.

16. Termination

- (a) Either party may terminate an ongoing arrangement for future Orders by reasonable written notice, subject to any agreed minimum term or notice period. Accepted Orders and accrued rights continue unless separately cancelled under the Contract.
- (b) A party may terminate an affected Contract immediately if the other party commits a material breach that is not remedied within a reasonable period after notice, becomes insolvent, or requires performance that is unlawful or poses an unacceptable safety risk.
- (c) On termination, the Customer must pay for all Materials and Services supplied, waiting time and other charges accrued, and reasonable non-cancellable commitments made for accepted Orders.

17. Dispute resolution

- (a) A party claiming a dispute must give written notice describing it. A manager from each party must meet or confer in good faith within 10 Business Days to attempt resolution.
- (b) If unresolved after a further 10 Business Days, either party may propose mediation through the Australian Disputes Centre or another agreed mediator. Mediation does not prevent urgent court relief, debt recovery for an undisputed amount, or use of statutory security of payment procedures.
- (c) Each party bears its own negotiation and mediation costs and shares the mediator's fee equally unless agreed otherwise.

18. General

- (a) Formal notices may be sent by hand, prepaid post or email to the address most recently notified by the recipient. A notice about waiting, standby, delay, cancellation or another operational charge, and any operational instruction, may also be sent by SMS or through the parties' usual dispatch, site or electronic messaging channel.
- (b) The Customer must promptly notify Cartage Australia of any change in ownership, control, legal entity, business name, address or financial position that may materially affect credit. A change of legal entity requires a new credit approval and does not transfer the existing account.

- (c) Cartage Australia may update these Terms for future Orders by giving reasonable notice. Existing accepted Orders are governed by the Terms applying when accepted unless the parties agree otherwise. The Customer may decline to place future Orders under updated Terms.
- (d) A variation to an accepted Order or Contract must be agreed by authorised representatives, including by email or other recorded electronic communication. A waiver must be in writing and applies only to the specific instance.
- (e) If a provision is invalid or unenforceable, it is read down to the minimum extent necessary and, if that is not possible, severed without affecting the remainder.
- (f) The Contract is governed by the law of the State or Territory in which the Services are principally performed. The parties submit to the non-exclusive jurisdiction of its courts.
- (g) Clauses concerning payment, transfer of risk, title, PPSA, liability, indemnity and accrued rights survive completion or termination.
- (h) Cartage Australia supplies the Services as an independent contractor. Nothing in the Contract creates a partnership, joint venture, employment, fiduciary or agency relationship between the parties.
- (i) If two or more persons comprise the Customer, their obligations are joint and several. A reference to a person includes its successors and permitted assigns, and examples in these Terms are illustrative and not exhaustive.

19. Definitions

- (a) Business Day means a day other than a Saturday, Sunday or public holiday at the place where the Services are principally performed.
- (b) Contract means the agreement for an accepted Order comprising the documents identified in clause 1(c).
- (c) Customer means the person or entity requesting, purchasing or accepting Materials or Services, including the Applicant named in the credit application.
- (d) Delivery has the meaning in clause 6(a), and Delivery Site means the location nominated by the Customer for discharge or tender of Materials.
- (e) Materials means quarry products, aggregates, sand, stone, soil, spoil, recycled material, construction material, fill, waste or any other goods sold, collected, transported, delivered, returned, reused or disposed of under a Contract.
- (f) Order means a request for Materials or Services and Quote includes a quotation, rate confirmation, rate schedule, proposal or other written pricing issued by Cartage Australia.
- (g) Services means road transport and cartage by Vehicle, material supply, collection, delivery, tipping, return, removal, lawful disposal and directly related coordination services supplied by or for Cartage Australia.
- (h) Vehicle means a truck or truck-and-trailer combination allocated or used to perform the Services.
- (i) Terms means these Standard Terms of Supply as updated for future Orders in accordance with clause 18(c).