



TRACTION WISE
LOGISTICS

LOGISTICS MADE SIMPLE, TRACTION MADE SURE

Terms & Conditions.



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Terms & Conditions of Service for Traction Wise Logistics


1. Introduction and Scope

- 1.1. These Terms and Conditions ("Terms") govern the provision of logistics, freight transport, and associated services provided by TractionWise Logistics, ABN 15 638 791 429.
- 1.2. These Terms, along with any Service Agreement, Quotation, or Proposal, form the entire agreement ("Agreement") between TractionWise Logistics and the Client.
- 1.3. By accepting any Proposal, signing an Agreement, or utilizing services, the Client agrees to be bound by these Terms.
- 1.4. These Terms prevail over any terms and conditions contained in any purchase order, confirmation of order, or other document issued by the Client, unless expressly agreed to in writing by TractionWise Logistics. Any such conflicting terms are hereby excluded and shall have no effect.

2. Definitions

- **TractionWise Logistics:** TractionWise Logistics, its subsidiaries, and affiliates.
- **Client:** Entity or individual receiving services.
- **Services:** Freight transport, third-party logistics, warehousing, cross-docking, distribution, route optimisation, load planning, coordination of third-party carriers, consignment documentation, and digital Proof-of-Delivery tracking, as further defined in any Service Agreement or SLA.
- **Goods:** Any physical items or property accepted by TractionWise for point-to-point transportation under a consignment or service agreement. This includes goods carried by TractionWise directly or through authorised third-party transport providers, regardless of their nature, value, or end-use, unless excluded under these Terms.
- **Quote or Proposal:** Document outlining scope, deliverables, and pricing.
- **Agreement:** The binding contract incorporating these Terms.
- **Force Majeure:** Events beyond a party's control, e.g., natural disasters, strikes.
- **Third-Party Providers:** External contractors used for services.

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- **PPSA:** Personal Property Securities Act 2009 (Cth).
- **Consignment:** Any individual shipment or load accepted for transportation.
- **Hazardous Goods:** Goods that are hazardous, volatile, explosive, flammable, radioactive, or capable of causing damage or injury, and those classified as dangerous under applicable laws
- **Perishable Goods:** Goods prone to spoilage or deterioration due to temperature, humidity, or time.
- **High-Value Goods:** Goods with a value exceeding AUD \$10,000 or specified as such in a written agreement.

3. Not A Common Carrier

- 3.1. TractionWise Logistics is not a common carrier and accepts no liability as such.
- 3.2. TractionWise reserves the right to refuse the carriage or transport of goods for any person or entity and any class of goods in its absolute discretion, including but not limited to Dangerous Goods.

4. Services and Deliverables

- 4.1. Services provided as outlined in the Service Agreement or Proposal.
- 4.2. TractionWise may subcontract services at its discretion.
- 4.3. Delivery timelines are not guaranteed unless expressly stated.
- 4.4. If specific delivery windows are required, they must be specified at the time of booking.
- 4.5. TractionWise may modify services with 30 days' notice.

5. Pricing, Invoicing, and Payment Terms

- 5.1. Prices for all services are exclusive of GST unless otherwise stated. GST and any applicable taxes will be added to invoices.
- 5.2. Invoices are payable within 14 days.
- 5.3. Late payments will incur interest at 3% per month.
- 5.4. The Client shall be liable for all reasonable legal, enforcement, and collection costs incurred by TractionWise in recovering any overdue amounts.
- 5.5. Prices, rates, and fee schedules provided by TractionWise Logistics are




subject to change at any time and without prior notice. While we will endeavour to provide the Client with reasonable notice of material changes, TractionWise is not obligated to do so unless otherwise agreed in writing.

- 5.6. Fee schedules issued for specific routes or services are indicative only and may be varied at any time.
- 5.7. Specific pricing, including fee schedules for particular routes or services, may be issued separately and are subject to the same right of amendment.
- 5.8. Deposits of up to 50% may be required.
- 5.9. Goods remain property of TractionWise until full payment is received.
- 5.10. Volume-based discounts may be offered for loyal clients at TractionWise's discretion.
- 5.11. A fuel surcharge of 20% applies and may be adjusted monthly. Additional surcharges, including but not limited to after-hours work, futile deliveries, waiting time/demurrage, remote destinations, oversize/overweight freight, and third-party services (subject to a 20% markup), apply as set out in the applicable SLA or active fee schedule.

6. Risk, Insurance, and Liability

- 6.1. Risk in the goods remains with the Client at all times during transit and handling, unless otherwise agreed in writing.
- 6.2. The Client must maintain adequate goods-in-transit insurance unless they elect to purchase insurance coverage offered by TractionWise at the time of consignment.
- 6.3. TractionWise offers optional insurance coverage for an additional charge, quoted at the consignment stage. If the Client does not accept TractionWise's insurance offer, the Client assumes full risk for any loss or damage to goods.
- 6.4. TractionWise is not liable for:
 - 6.4.1. Indirect, special, or consequential loss, including loss of profits, revenue, or anticipated savings;
 - 6.4.2. Delays or failures arising from Force Majeure events;
 - 6.4.3. Loss, damage, deterioration, or misdelivery of goods unless caused by TractionWise's proven negligence.

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6.5. If TractionWise is liable for loss or damage to goods, liability is strictly limited to the cost of resupplying the affected services.

7. Reliance on Client Information

- 7.1. TractionWise relies on information provided by the Client and does not guarantee the accuracy of such information.
- 7.2. TractionWise is not liable for any consequences arising from reliance on incorrect or incomplete information.
- 7.3. TractionWise reserves the right to adjust charges if incorrect information impacts service.

8. Right To Dispose of Risky Goods

- 8.1. TractionWise may destroy or dispose of goods that pose a risk to persons, property, or legal compliance, with prior notice to the Client.
- 8.2. TractionWise is not liable for any loss arising from such disposal.
- 8.3. Disposal costs are recoverable from the Client.

9. Lien and Security Interest

- 9.1. TractionWise has a lien over all goods until full payment is received.
- 9.2. Security interests may be registered under the PPSA. The Client waives rights under PPSA Sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135.


10. Right to Sell or Dispose for Non-Payment

- 10.1. If payment is not received within 20 days of written notice, TractionWise may sell or dispose of goods to recover amounts owed.
- 10.2. Proceeds beyond outstanding debts will be returned to the Client.

11. Client Obligations

- 11.1. Clients must provide accurate and timely information and required documentation.
- 11.2. Clients must ensure goods are properly packaged and legally compliant.

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- 11.3. Clients indemnify TractionWise for losses due to non-compliance.
- 11.4. If a delivery cannot be completed due to the Client's failure to provide accurate or complete information, documentation, or access at the agreed delivery time, the delivery shall be deemed a futile delivery. In such cases, TractionWise reserves the right to charge the Client for:
 - 11.4.1. The full freight charge for the attempted delivery;
 - 11.4.2. Waiting time at the applicable demurrage rate (currently \$110/hour during standard hours and \$220/hour after hours, billed in 15-minute increments, with a 15-minute grace period);
 - 11.4.3. Additional administrative or handling costs associated with rescheduling or reattempting the delivery.
- 11.5. Such charges shall be payable as if the original delivery had been successfully completed.

12. Heavy Vehicle National Law Compliance

- 12.1. TractionWise and the Client must comply with all relevant laws, including vehicle mass, fatigue, and load restraint regulations.

13. Force Majeure

- 13.1. Neither party shall be liable for any delay, failure to perform, or interruption in services where such delay or failure is caused by events beyond its reasonable control ("Force Majeure Event"), including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, pandemics, government actions, labour strikes, or transport disruptions.
- 13.2. TractionWise will use commercially reasonable efforts to minimise delays and to meet agreed delivery schedules. Where operational disruptions occur outside TractionWise's reasonable control, including but not limited to unexpected mechanical failure, third-party carrier delays, or access restrictions, TractionWise shall not be liable for any resulting delay or loss.
- 13.3. Obligations affected by a Force Majeure Event shall be suspended for the duration of the Force Majeure Event. The party affected must notify the other party of the occurrence of the Force Majeure Event as soon as reasonably practicable.



- 13.4. If a Force Majeure Event continues for a period exceeding 30 consecutive days, either party may terminate the affected service agreement by giving 5 business days' written notice to the other party, without liability (other than payment for services already performed).

14. Termination and Suspension

- 14.1. Either party may terminate with 30 days' written notice.
- 14.2. TractionWise may immediately terminate or suspend services for:
- 14.2.1. Non-payment;
 - 14.2.2. Breach not remedied within 10 days of written notice;
 - 14.2.3. Insolvency or winding up of the Client.
- 14.3. Early termination by the Client without cause incurs a fee equal to 50% of the remaining contract value.
- 14.4. TractionWise may withhold goods until all outstanding payments are made.

15. Confidentiality and Data Protection

- 15.1. Both parties agree to maintain the confidentiality of all proprietary, commercial, and sensitive information obtained under this Agreement.
- 15.2. If either party handles Personal Information (as defined in the Privacy Act 1988 (Cth)), they must comply with all applicable privacy and data protection laws, including the Australian Privacy Principles (APPs).
- 15.3. The Client acknowledges that TractionWise may update its privacy compliance practices if it begins handling Personal Information in the course of providing services.

16. Warranties and Consumer Law

- 16.1. Except as required by law (including the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law), TractionWise excludes all express and implied warranties, guarantees, and representations relating to the services and goods provided.
- 16.2. Nothing in this Agreement limits or excludes any rights or remedies



that the Client may have under the Australian Consumer Law or any other applicable legislation that cannot lawfully be excluded.

17. Time Limits for Claims

- 17.1. Claims for loss or damage must be notified to TractionWise in writing within 6 months of the date of delivery, or the date delivery was due, whichever occurs first.
- 17.2. Claims notified outside this period will not be accepted.

18. Delays and Demurrage Charges

- 18.1. Demurrage charges will apply at the rates set out in the applicable SLA or current fee schedule, which as at the Effective Date are \$110 per hour during standard hours (Mon–Fri, 7am–5pm) and \$220 per hour for after-hours, weekend, or public holiday delays, billed in 15-minute increments after the applicable free-time allowance.

19. Dispute Resolution and Governing Law

- 19.1. **Initial Resolution Efforts:** Any disputes arising under these Terms must first be addressed through negotiation in good faith. If negotiation fails, the parties agree to pursue mediation before escalating to arbitration or litigation.
- 19.2. **Enhanced Alternative Dispute Resolution (ADR):** Before initiating any legal action, both parties must attempt to resolve the dispute through mediation or, if agreed, binding arbitration. Any legal proceedings must be conducted exclusively in the courts of South Australia.
- 19.3. **Severability of Invalid Provisions:** If any provision of these Terms is found to be invalid, unenforceable, or illegal, that provision will be deemed modified or removed to the extent necessary to comply with the law. The remaining provisions will continue in full force and effect.
- 19.4. **Formal Notices:** Notices or other communications must be delivered by hand, registered mail, or email. All notices must be noted as received by TractionWise.
- 19.5. **Governing Law:** These Terms are governed by and construed in accordance with the laws of South Australia. Any disputes will be adjudicated in the courts of South Australia.



20. General Provisions

- 20.1. **Non-Solicitation:** The Client must not directly or indirectly hire, solicit, or engage any TractionWise employee or contractor within 12 months following the end of the Agreement. Breach will result in liquidated damages equal to 6 months' salary of the affected employee or contractor, representing a genuine pre-estimate of loss.
- 20.2. **Assignment:** The Client may not assign or transfer its rights or obligations under this Agreement without TractionWise's prior written consent.
- 20.3. **Notices:** All notices must be in writing and delivered by hand, prepaid post, or confirmed email to the parties' nominated contact addresses. All notices must be noted as received by TractionWise.
- 20.4. **Severability:** If any provision of this Agreement is invalid or unenforceable, it will be severed, and the remaining provisions will remain in full force.
- 20.5. **Waiver:** No waiver of rights under this Agreement is effective unless in writing. Failure to enforce a right is not a waiver of future enforcement.
- 20.6. **Intellectual Property:** All intellectual property, systems, processes, and tools developed, used, or made available by TractionWise in connection with the Services remain the exclusive property of TractionWise.
- 20.7. **Survival:** Clauses relating to confidentiality, indemnities, warranties, liability, dispute resolution, and intellectual property survive termination or expiry of this Agreement.

21. Acceptance

- 21.1. **Acknowledgment of Agreement:** By signing the Agreement, accepting a Quote or Proposal, or commencing use of TractionWise's services, the Client confirms they have read, understood, and agree to be bound by these Terms.
- 21.2. **Authority to Accept:** Any individual accepting the Proposal on behalf of the Client warrants they have the necessary authority to do so and bind the Client to these Terms.