

CONDITIONS OF CARTAGE

DKCB Pty Ltd trading as Rush Express

1. General Terms

All goods carried or services performed by DKCB Pty Ltd trading as Rush Express (hereafter referred to as "Rush Express") are subject to these Conditions of Cartage. These conditions supersede all previous terms and override any conflicting terms provided by the sender.

2. Subcontracting

- Rush Express reserves the right to subcontract all or part of the cartage on any terms. References to Rush Express in these conditions include its employees, agents, and subcontractors.
- Rush Express is not a common carrier and accepts no liability as such.
- Rush Express reserves the right to refuse or accept the carriage of goods at its sole discretion.

3. Sender's Warranties

- The sender warrants that the person signing the transport agreement is authorised to do so and agrees to these terms.
- Unless explicitly declared otherwise, the sender warrants that the goods are not dangerous. Where the goods are declared as dangerous, the sender guarantees they are properly described, labelled, and packaged in compliance with the Australian Code for the Transport of Dangerous Goods by Road and Rail.

4. Risk and Liability

- Goods are transported at the sender's sole risk. Rush Express is not liable for any loss, damage, or delay caused by acts or omissions (wilful, negligent, or otherwise) or any other event during transportation.
- The sender indemnifies Rush Express against any liability arising from the transportation of the goods.

5. Delivery

- Rush Express is authorised to deliver goods to the receiver's address as specified on the consignment note or agreement.
- Delivery is deemed complete upon obtaining a signed delivery docket, photo or receipt.
- If delivery is unsuccessful, Rush Express will store the goods at the sender's risk, and the sender will bear all associated costs.

6. Charges and Payments

- The sender is responsible for all transportation charges, including instances where the receiver fails to pay.
- If payment is not made upon demand, Rush Express may detain and sell goods to recover unpaid charges and costs. Any surplus from such sales will be returned to the sender, along with any unsold goods.
- The sender warrants that Rush Express has the right to sell any detained goods.

7. Insurance

- Insurance will only be provided if explicitly requested in writing prior to dispatch, and the value of the goods is declared.
- Insurance is charged at 4% of the declared value, with a \$1250 excess. Claims are proportional if the declared value is less than the actual value.
- Any disputes regarding the value of goods will be resolved by an independent valuer nominated by Rush Express.

8. Claims

- Claims for damage or loss must be submitted in writing to Rush Express within 72 hours of delivery.
- Goods are conclusively deemed delivered in good condition if no claim is lodged within this period.

9. Additional Fees

- Rates do not include tolls, GST, fuel surcharges, or any other additional charges, which may be applied.
- These additional charges will be itemised and payable by the sender.

10. Personnel and Confidentiality

- Rush Express commits to providing skilled and professional personnel.
- Clients agree not to engage directly with Rush Express employees or contractors during their engagement or within 12 months following the cessation of their engagement with Rush Express.

11. Conditions Governing Transport

All goods are carried subject to the terms of any bill of lading, conditions imposed by other carriers, or other governing transport authorities.

12. Jurisdiction

This agreement is governed by the laws of New South Wales. Any disputes arising under these Conditions of Cartage will be subject to the exclusive jurisdiction of the courts in New South Wales.

13. Acknowledgment and Agreement

By engaging the services of Rush Express, the sender acknowledges and agrees to these Conditions of Cartage in their entirety.

SC – Standard Courier	HTB – Half Ton Bullet	1TR – Triple Racks	2TH – 2 Ton Hourly	TL – Per lift	OMP – Outer Metro Pallet	SUR – Serv Surcharge
PC – Priority Courier	HTF – Half Ton Futile	2TS – 2 Ton Standard	4TH – 4 Ton Hourly	8TB – 8 Ton Hiab	WGH – Weight surcharge	TOL – Flat Toll Charge
BC – Bullet Courier	1TS – 1 Ton Standard	2TP – 2 Ton Priority	6TH – 6 Ton Hourly	12B – 12 Ton Hiab	WT – Waiting Time	PH – Phone Call
FC – Futile Courier	1TP – 1 Ton Priority	2TB – 2 Ton Bullet	8TH – 8 Ton Hourly	TAN – Tank Flat Rate	LT – Loading Time	PU – Customer P/ups
HTS – Half Ton Standard	1TB – 1 Ton Bullet	2TF – 2 Ton Futile	12H – 12 Ton Hourly	PLT – Same day Pallet	HAN – Hand unload Fee	OFS – Off Sider
HTP – Half Ton Priority	1TF – 1 Ton Futile	1TH – 1 Ton Hurly	STL – Semi Taultline	OSP – Oversize Pallet	INT – Interstate	