

# Terms and Conditions



1. Agreement that DUTT Transport Pty Ltd ("DUTT") may seek consumer credit information (section 18K(1)(b), Privacy Act 1988) If DUTT considers it relevant to assessing my/our application for commercial credit, I/we agree to DUTT obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by DUTT.
2. DUTT which expression will include its servants, agents and sub-contractors is not a Common Carrier and will accept no liability as such. All goods carried or other services rendered shall be subject only to those conditions of cartage and DUTT reserves the right to refuse carriage of any class of goods at its discretion.
3. DUTT may arrange with any other person or Company to undertake the carriage of goods hereby contracted for and such person or Company, its servants, agents and employees shall be entitled to the benefit of these conditions to the same extent as DUTT.
4. The Consignor must accept responsibility for any damages or loss of goods whilst in DUTT custody, during storage or in transit by road, rail, steamship, air freighting, or due to civil commotions, Act of God, Government interventions, war, strikes, seizure under legal process, accidental, misadventure fire or water.
5. Insurance of goods will not be effected for the benefit of the Consignor. The Consignor shall be responsible for obtaining its own insurance for the goods whilst they are in transit and any cost and expense for any such insurance shall be borne by the Consignor.
6. The Consignor or his, her, their or its authorized agent shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods without presenting full description of these goods and default in doing so shall be liable for all loss and damage caused thereby.
7. Unless otherwise expressly agreed in writing no responsibility will be accepted by DUTT for any loss or damage or mis-delivery or non-delivery of goods, parcels, packages, crates or cases, etc or the contents thereof in transit or storage for any reasons whatsoever.
8. If the Consignor expressly or implied instructs DUTT to use or it is expressly or impliedly agreed that DUTT shall use a particular method of handling or storing the goods of a particular method of carriage whether by road, sea or air DUTT shall give priority to that method but in any event the method or methods of handling/storing and/or carriage adopted by DUTT shall remain at the sole discretion of DUTT and the Consignor hereby authorises DUTT to adopt instead any methods than the method instructed or agreed.
9. The Consignor hereby authorises any deviation from the usual route or carriage or places of storage of goods, which may in the absolute discretion of DUTT, be deemed desirable or necessary in the circumstances.
10. The Consignor will be and remain responsible to DUTT for all its proper charges incurred for any reason.
11. Notwithstanding anything therein contained, DUTT shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of that warranty.
12. DUTT reserves the right to cancel special rates and recharge for its services where unauthorized extended terms are taken.

**Phone: 1300 113 888**

**Email: [sales@dutt.com.au](mailto:sales@dutt.com.au)**

**Head Office: 80 - 86 Canterbury Road, Kilsyth 3137**

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13. All uncrated machinery will be measured to a minimum height of 2.8 metres and be charged for accordingly. Any items over five metres in length may be subject to an additional charge.

14. If for any reason (eg. a change in the physical characteristics of the freight quoted), the Consignee's requirements vary, DUTT reserves the right to renegotiate the quoted prices or withdraw from its quotation. DUTT policy is to charge by item, weight, measurement, or value and it reserves the right at any time to re-count, re-weigh, or re-value the Consignee's consignment and proportionately charge an additional amount to the consignment. Please note the following:

- a) A standard pallet is defined as no greater than 1000kgs with dimensions of 1.2m x 1.2m x 1.2m.
- b) All rates excluding storage are subject to a fuel levy.

15. All prices quoted do not include the Goods and Services Tax.

16. All dangerous goods are carted as per the National Dangerous Goods Code. All consignments will attract 10% surcharge on their quoted rate. If for whatever reason there is a compatibility issue with the carting of any dangerous goods, then the advised transit time may vary so as there is no infringement of the law.

17. DUTT trading terms are fourteen (14) net days from the period of its invoice unless otherwise stated in this quotation.

18. DUTT is not a Common Carrier

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