POSCH & SILVA MOVING SOLUTIONS

TERMS AND CONDITIONS

Service Provider:

Posch n Silva Moving Solutions Pty Limited (ACN 620 370 336) 2/4 Villiers Place, Cromer, NSW, 2099 including its employees, agents and subcontractors.

Contact: 1300 668 363

Email: office@poschandsilva.com.au

Customer: means the person authorising the performance of the services by the Service Provider and any person on whose behalf the authority is given, the details of whom are provided in an invoice, quotation or proposal to which this Agreement is linked.

Services: includes removal, storage or removal and storage.

GENERAL

1. Notices

(a) All notices given under this Agreement must be given in writing, including email transmission.

2. Subcontracting

(b) The Service Provider may itself carry out any removal or storage work hereunder or may arrange for such work to be carried out wholly or partially by a sub-contractor.

3. Customer Warranties

(a) The Customer warrants that all information it has provided to the Customer, including all information about the Customer's goods, is accurate.

(b) The Customer warrants that the Customer will ensure that all goods are given to and taken by the Service Provider and that none are left behind or taken by the Service Provider in error.

(c) The Customer warrants that the Customer is the unfettered owner of the goods or has the authority to deal with such goods and to enter into the Agreement and shall indemnify the Service Provider against any claim arising or expense incurred as a result of any breach of this warranty.

4. Calculation of Interest

(a) The Service Provider shall be entitled to charge interest of any amount payable under this contract and overdue for more than 30 days at the standard commercial rate of the Reserve Bank of Australia. This is a default clause and should not be interpreted as an offer of credit.

5. Lien

(a) All goods of the Customer received by the Service Provider shall be subject to a general lien for any moneys due by the Customer to the Service Provider relating to the work and/or the

goods and moneys which the Service Provider has properly paid for which the Service Provider is liable.

(b) If such moneys plus the related interest have been outstanding for a period of 26 weeks, the Service Provider may (without prejudice to any other rights or obligations which the Service Provider may have under this contract or by law) sell all or any of the goods and apply the net proceeds in satisfaction of any amount owing by the Customer to the Service Provider.

6. Force Majeure

(a) Neither party shall be liable to the other for any loss or damage (direct or consequential) occasioned to the other from any cause beyond the control of the Service Provider or the Customer, as the case may be, including delay in transit, industrial disputes, acts of god, weather difficulties or acts of third parties.

7. Consumer Law

(a) Nothing in this Agreement will operate to exclude any entitlements of the Customer under the Australian Consumer Law.

8. Prohibited Goods

(a) Prohibited Goods are materials, articles or substances that are food, drink, hazardous, illegal, stolen, inflammable, explosive, corrosive, combustible, noxious, or environmentally harmful and for the purposes of Storage, includes anything that is likely to encourage vermin or pest.

REMOVAL

9. Removal Standards

(a) The Customer warrants that the Customer will prior to the commencement of the services, give written notice to the Service Provider of any goods which are of a fragile or brittle nature and which are not readily apparent as such, and include any jewellery, plate, precious object, object d'art, work of art, medal, money, stamp, collection of items, fur or pieces of precious equipment in any case having a value in excess of $200. The Service Provider shall be at liberty to inspect all such goods, and to note any existing damage, defect or exceptional wear and tear to any item, which the Customer shall acknowledge and confirm as required by the Service Provider prior to providing services, who shall not be liable nor responsible for any noted pre-existing damage, defect or wear and tear.

(b) The Service Provider is not a common carrier and at all times is entitled to refuse to carry or store any particular type of goods at its discretion.

(c) The Service Provider shall be entitled to carry the goods by any route or method (having regard to all circumstances including the nature and destination of any other goods being carried on the vehicle) and by any means.

(d) The Service Provider shall not be bound to deliver any goods except to the Customer or a representative authorised by the Customer in writing.

(e) If the Customer or person authorised to receive the goods is unable to receive them, or if the Service Provider cannot by reason of circumstances beyond its control gain access to the place to which the goods are to be delivered, the Service Provider shall be entitled to unload the goods into its own or any other warehouse in reasonable proximity. Such unloading shall be deemed to be delivery and the Service Provider shall be entitled to make a reasonable additional charge in respect of storage, handling and delivery of goods thereafter.

(f) Due to the nature of its work the Service Provider may send additional personnel on site thus exceeding the manpower quoted and a reasonable extra charge may thus be made.

(d) The Customer or Customer's representative must be present during the loading and unloading of goods.

10. Booking, Cancellation and Rescheduling

(a) The Customer shall pay a booking fee of $200 which is non-refundable upon cancellation.

(b) If a firm date is agreed upon for the performance by the Service Provider or any service hereunder and the Customer requires such date to be cancelled or altered, the Service Provider shall in its sole discretion be entitled to make a reasonable additional charge for any loss or additional expense occasioned thereby.

11. Prohibited Goods

(a) The Customer shall indemnity the Service Provider against any loss or damage which may be suffered by the Service Provider through the presence of Prohibited Goods in any goods removed for the Customer, and against any claim made against the Service Provider by any other person arising therefrom. In the event of discovery by the Service Provider of any Prohibited Goods after goods have been received by it, the Service Provider may take action in relation thereto including remove, destroy or otherwise dispose of or treat the same at the expense of the Customer and without in any way becoming liable to the Customer.

12. Electrical Equipment and Whitegoods

(a) The Customer is responsible for disconnecting and reconnecting any electrical equipment and whitegoods. The Customer may request the Service Provider, and the Service Provider may accept or reject at its sole discretion, to disconnect and reconnect basic electrical equipment and white goods on collection and delivery subject to an additional cost for the extra time taken to undertake the Customer's request.

13. Variation

(a) Where the work ultimately required by the Customer to be undertaken varies from the work for which a quotation or estimate is given (for instance, as to the nature or quantity of goods to be carried, whether the goods are required to be detached, dismantled, secured, assembled or installed, the nature or location of the premises from or to which the goods are to be carried), the Service Provider shall be entitled to make an additional charge to cover the reasonable costs of the variation, including payments to a third party to obtain or effect delivery of the goods.

14. Special Arrangements

(a) Every special arrangement to the effect that charges shall be paid by any person other than the Customer shall be deemed to include a stipulation that if such other person does not pay the said charge within 14 days of delivery or tendered delivery of the goods then the Customer shall pay the said charges.

15. Damage and Loss

(a) The Service Provider shall not be liable for the loss or damage resulting from improper or inadequate packing or unpacking, unless the goods damaged or causing damage were both packed and unpacked by the Service Provider.

(b) Any request by the Customer for the Service Provider to install any plumbing or electrical services is made at the risk of the Customer. The Service Provider shall not be liable whatsoever for any electrical or mechanical plumbing derangement to goods.

(c) The Service Provider shall not be liable for any loss or damage resulting from the dismantling and assembling of goods for the Customer. Any such dismantling and assembling will occur with reference to the goods in their current state and will not involve improving the goods.

(d) The Service Provider shall not be liable for any loss or damage to goods incurred in the provision of removal services, except to the extent that such loss or damage is a direct result of the Service Provider's negligence. The liability for any such loss or damage shall be limited to the extent of the value of the good/s subject to the loss or damage.

(e) The Customer must notify the Service Provider of the loss of any goods within 48 hours of the date when the goods would ordinarily have been delivered, and of damage to any goods within 24 hours of delivery. If no written claims are made under this clause within the stipulated timeframes, then the liability, if any, of the Service Provider hereunder shall thereupon cease.

(f) In the event of the loss or damage of any article or articles in a collection, pair, suite, set, or other combination, the value of the particular article or articles lost or damaged shall be determined without regard to the value which such article or articles may have had as part of any such collection etc.

16. Payment

(a) Payment by the Customer must be paid in full on uplift for interstate and long distance or any fixed price quoted made prior to the move by the Service Provider.

(b) When an hourly rate is quoted full payment is payable immediately on the last item from the delivery vehicle being placed within the delivery area.

(c) The hourly rate will continue until the driver is fully paid.

(d) In-addition travel time is charged from base to base on outward and return journey, at the stated hourly rate.

(e) Payment must be made in the form of cash, bank cheque, or MasterCard/Visa/AMEX only. No personal cheques will be accepted.

(f) The use of MasterCard or Visa will incur a Surcharge of 1.95 and the use of AMEX will incur a Surcharge of 3.1 to offset the changes made to the Service Provider from the credit card organizations

STORAGE

17. Fees

(a) The Service Provider will issue monthly invoices for storage fees to the Customer.

(b) The monthly storage fee is payable by the Customer in advance on the first day of each month.

(c) The storage fee will increase every 6 months, calculated from the date when the goods were first stored.

(d) Upon termination, the Customer must pay an exit fee as invoiced by the Service Provider.

18. Risk

(a) The Customer must not store any Prohibited Goods.

(b) The Customer will indemnify the Service Provider against all damage, destruction or loss to the Service Provider and third parties due to the Customer's storage of a Prohibited Goods.

(c) The Service Provider will not be liable for any damage to goods in storage that is due to any wilful, negligent or reckless act or omission of the Customer.

(d) The Customer stores the goods at the Customer's own risk and the Service Provider will not be liable for any loss or misplacement of the goods in storage.

19. Insurance

(a) The Customer has effected and will maintain appropriate insurance with a reputable insurer to cover the full replacement value of all its goods.

(b) The Customer will give the Service Provider evidence of such insurance (including a certificate of currency) if requested by the Service Provider.

20. Access and Inspection

(a) If the Customer requires entry to the storage facility to access or inspect the Customer's goods, the Customer must give the Service Provider at least 3 business days' prior written notice.

(b) The Customer cannot access the storage facility outside of ordinary business hours, being 9am to 5pm on weekdays.

(c) The Customer will be invoiced for an access and inspection fee for each time that access is provided. The access fee will be payable on or prior to access being granted.

(d) The Customer is entitled to enter the storage facility to Access the Customer's goods once every 60 calendar days.

21. Cleaning/Fumigation

(a) The Service Provider is responsible for all cleaning and fumigation of the storage facility.

(b) The Customer will hold the Service Provider harmless against any loss or damage to the Customer's goods in connection with the Service Provider undertaking cleaning or fumigation.

22. Termination

(a) Termination for Convenience: Either party may terminate this Agreement as it relates to storage services, for convenience by providing the other party with at least one month's written notice. The Customer must then remove all goods by the termination date and leave the storage facility clean and tidy and free from all debris in connection with the removal of the Customer's goods.

(b) Termination for Breach: In the event that the Customer is in breach this Agreement as it relates to storage services, and fails to remedy the breach within 5 calendar days of the Service Provider issuing a written notice to remedy the breach, the Service Provider may terminate this Agreement. The Customer must cooperate with the Service Provider to remove all of the Customer's goods upon termination.

23. Goods Remaining after Termination

(a) Any goods remaining in the storage facility after termination will be deemed as forfeited to the Service Provider.

(b) Without prejudice to any other rights or obligations which the Service Provider may have under this contract or by law, in its discretion, the Service Provider is entitled to charge the Customer for the costs of cleaning, removing and disposing of any goods or waste remaining after termination, or sell any of the goods without recovery from the Customer.