

TERMS OF SERVICE AND CONDITIONS

The following conditions will apply to all contracts for which the customer requests the company to arrange for the carriage of goods.

DEFINITIONS

Company shall refer to YU TRADING GROUP Pty Ltd ABN 36 609 795 575, ACN 609 795 575. Contractors shall refer to any contractors or subcontractors engaged by the Company.

Customer shall refer to the person whom has authorised the removal work.

Agent is the Company in its sole performance as an agent booking services to sub-contracted individuals and external companies

Goods shall mean any item which the Company has been requested to carry or to arrange to be carried.

1. COMPANY ACTS AS AN AGENT

The Customer acknowledges that by entering the contract, the company acts as an agent and retains the right to employ external Contractors to carry out work. The Customer also acknowledges that the company has disclosed this fact before work commences.

2. QUOTATION AND ORDER

All quotations are valid for 30 days, and all goods and services shall be deemed to be in acceptance of the quotation pursuant to these terms and conditions. Any quotations are calculated based on information received from the Customer pertaining to type and amount of items to be moved, as well as any potential difficulties in accessing pick-up or delivery locations. Extra charges will apply should be received information prove inaccurate, at which point the Contractors may charge the Customer extra to cover the cost of additional time and labor.

The quotation may vary if the Company or Contractors are required to supply extra services that weren't included in the original quotation for example, unplugging appliances, dismantling furniture or packaging items. The quotation may also vary if access to the property has been described inaccurately and will prove unsuitable for removal of goods without the hire of alteration of equipment, or if the removal vehicle is unable to get within 25m of the doorway, and consequently, the Company or Contractors are required to undertake extra work that wasn't included in the original quotation.

Additionally, the quotation may vary if any charges are incurred by the Company or Contractors based on government levies included parking, toll roads, congestion fee or otherwise.

3. PRICE AND PAYMENT

When making a booking, the customer must pay a deposit determined at the Company's discretion, with the balance payable prior to completion of unloading for local transport, and no later than at time of pick-up for contract where transit is greater than 100KM. Cash, Visa, MasterCard & American Express are acceptable forms of payment. A 3% credit surcharge shall apply for all credit or debit cards.

If cancelled within five days of the booked job date, deposits are non-refundable. If the Company receives sufficient cancellation notice in writing, the deposit will be refunded less 25%. The quotation may not include GST or additional charges for extra services. Upon completion of the removal of storage period, payment is required by cleared funds. Should it become aware that the Customer is unwilling or unable to pay in the required payment form at the required payment type, the Company may differ or refuse delivery at the Customers expense.

4. TITLE

Any goods owned by the customer and received by the Company shall be subject to a general lien of any amount owed by the Customer to the Company. Titles in the goods will not pass to the Customer until the Company has

received full payment. The Company and/or its contractors retain the right to withhold and/or dispose of some or all of the goods until the Customer has paid the full amount owed.

5. OWNERSHIP OF GOODS

Through entering the contract, the Customer declares that the person obtaining the quotation either owns the goods in question or has the permission of the owner to be moving the goods and shall be responsible for booking and payment.

6. CUSTOMER'S OBLIGATIONS

In order to allow the Company to perform its obligations, the Customer will prove the Company with any information that the Company requires. The Customer will also provide information regarding any special requirements for items. If the Customer does not accept the Company's or Contractors recommendations, then the Company and Contractor cannot be held liable or any damage that occurs while the item is under the Customer's supervision. If any damage to items occur during removal, it is the Customer's responsibility to advise the Company before sign-off of delivery. Any liability will only be accepted if it can be proved beyond reasonable doubt that the Contractors were negligent in their performance of the removal. The liability shall be held by the Contractors and not by the Company.

Before the service begins, the Customer shall also organize all the required permissions, parking permits, licenses and consents, the cost of which will be the sole responsibility of the Customer.

The Customer hereby understands that the only insurance provided by the Company is road transit insurance for fire, flood, collision and overturning. The Customer understands that any excess amounts will be paid in full by the Customer. It is the Customers responsibility to ensure the goods are properly insured for transportation. Should the Customer not arrange full cover, the Customer indemnifies the Company and Contractors from any claim whatsoever including but not limited to negligence.

7. GOODS IN STORAGE

If goods are to be stored by Contactors, the Customer must provide the Company with an address and contact number for correspondence. The goods shall not be released until full payment has been received, with extra charge applicable for additional time in storage.

If any charges are outstanding, the Company may give 28 days' written notice of intention to sell, and the notice will be mailed to the last known address of the Customer. Should the remaining amount not be paid within that period, the Company may sell any or all the goods via public auction or private treaty and, out of the resulting monies, retain any payable charges and expenses relating to detention and sale. The surplus, if any, will be paid to the person entitled to it.

If, upon arrival at the delivery location, there is nobody in attendance, the Company or Contractors will be entitled to leave the goods at that place, or return at another time, storing the good at a convenient location in the meantime. The Customer agrees to pay any additional charges resulting from this situation. Additionally, any goods stored overnight in truck are kept at the Customers own risk, expense or responsibility.

8. BOOKINGS

In relation to the pick-up and delivery of goods, the Customer accepts that any time or date advised by the Company is indicative only and is not guaranteed to be met. Should the situation arise where pre-advised times or dates cannot be reasonably met, the Company reserves the right to alter the time or date.

The Company may, at its discretion and without notice to the customer, subcontract all or part of the removal of goods and the Customer indemnifies the Company from any delay, damage or missed delivery occurring as a result of omissions of the Contractors, its employees and/or agents. Any claims arising as a result of works carried out by external contract shall be referred directly to the Contactors and not to the Company.

9. LIMITATION OF LIABILITY

The Company is not a common carrier and is not liable as such. All risk in the goods shall pass to the Customer upon delivery.

The Company shall not be held liable for any loss or damage incurred by the Customer as a result of negligence, breach of contract or otherwise due to external contract, and any claims must be referred directly to the Contractors and not to the Company.

The Customer indemnifies the Company against any fine, suit, claim, action or demand brought by any third party against the Company. The Company is not liable under any circumstances to the Customer or any third party for any economic loss suffered by the Customer as a result of negligence, breach of contract, misrepresentation or otherwise. The Company will not be held liable for any damage or loss to the Customer's property, unless the Company conducted the move by arranging packaging and wraps the goods with preventative wrapping. Only authorised Contractors shall drive, load and unload truck. Failure to abide by this condition may void any insurance arranged by the Customer on damaged goods, and may also void any insurances or warranties held by the Company. The Company shall not be held responsible for delays of any kind, and the Customer agrees that any time advised in relation to delivery times and dates are not guaranteed.

The Company shall not bear any responsibility to the Customer if an insurance claim made is void, unenforceable or has expired, or because of exclusion, restriction or other terms of the policy of insurance, whether or not this failure or limitation occurs directly or indirectly from any act or omission of the Company.

10. APPLICABLE LAW AND INTERPRETATIONS

This Agreement is entered into, governed by, interpreted and enforced in accordance with the laws applicable in the New South Wales.

The customer must ensure all goods provided to the company are in a suitable condition for the company to perform the required services. This includes ensuring any goods are packaged appropriately to withstand the risk of transport, except where the Customer has contracted the Company to package the goods on his or her behalf. Any provision of this Agreement which might be interpreted as void, illegal or unenforceable, will not be so interpreted if at all possible, and will otherwise be severed to the minimum extent necessary, with the remainder of the Agreement remaining in force.

All rights, immunities and limitations of liability in the above conditions will continue to have their full effect under all circumstances, notwithstanding any breaches of contract (including fundamental breach of contract) or any condition thereof by the Company. Any words denoting the singular will also include the plural, and vice versa. Words denoting any gender will include any other genders.

11. GUARANTEE

Should the Customer choose to have the goods packaged by the Company using preventative bubble wrap, the Company guarantees those goods shall be carried to the Customer's delivery location without breakage. Should goods be damaged during transit, the Company will, in full discharge of its obligations and at its sole discretion, either repair or replace the damaged goods, or pay the associated costs of repair or replacement.

Prior to commencement of removal, the Customer must demonstrate to the Company's satisfaction that all goods are in working order and free from damage. The Customer must unwrap and check the condition of guaranteed goods and identify to the Company and damage before sign-off, unless the Customer has elected to have the goods unpacked by the Company.

The guarantee will be void if damaged items are not disclosed prior to sign-off, or if the goods are not wrapped as recommended in preventative from the wrap, or have not been proven to be in working order before relocation, or if the Customer is not present or leaves the site.

12. EXCLUSION OF LIABILITY UNDER THE GUARANTEE

The goods damaged are paintings, artifacts, glassware, gold, silver, artwork, sculpture, jewelry, diamonds, or precious stones, bullion or cash bonds or any other form of negotiable instruments. The damaged is caused by disassembling, assembling, delay, deterioration, or act of nature, or electrical fault or malfunction. The goods damaged are at the Customer's sole risk where the goods are heavier than 100kg. The Company retains the right to refuse to remove large or cumbersome goods and may include additional charge, and any damage will be at the Customer's sole risk.

If the Customer or a person authorised to act on behalf of the Customer sign an acknowledgement on the booking from to this effect, the Company will be agreed to have discharged its obligations with respect to any particular services under a contract without having caused loss or damage to the Customer's goods.

13. REMOVALS INSURANCE

At this company, we are proud of the high standard services we provide. We have a very low claim incident ratio because of our commitment to security and protection.

We always focus on the provision of a high-quality service and the minimization of damage during the relocation process. However, during moving goods are exposed to a number of risks many of which are outside our control whilst your goods are in transit and during loading and unloading. Therefore, we at YU TRADING GROUP PTY LTD are unable to accept any responsibility for damage to your property though we assure you that we take the utmost care with every move. As you need to protect your valuable possessions and property in your home, we recommend that you consider protecting the same valuable personal possessions and property whilst in transit, during loading and unloading. It is a common misconception that removalists insure your possessions with every move. By Law removalists are unable to insure your individual items unless they are a registered insurance agent.

We recommend that you contact the following or any other to arrange a removal insurance policy.

Removals Insurance, www.removalsinsurance.com.au Phone 1300 880 253

Associated Marine, www.associatedmarine.com.au Phone: (02) 9995 2000

All our truck here at YU TRADING GROUP PTY LTD Carry Goods in transit Insurance of up to \$20,000 (4.5&7 ton trucks) and \$50,000(10&12 ton trucks). This covers you in case of extreme situations that may occur whilst in transport, such as collision, fire, explosion, etc...

14. DEFAULT AND CONSEQUENCES OF DEFAULT

1.1 Overdue invoices shall accrue a late fee on the day after payment becomes due, at a rate of twenty percent (20%)

1.2 If the Customer owes the Company any money the Customer shall identify the Company from and against all costs and disbursements incurred by the Company in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Company recovering the debt.

1.3 Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Company may suspend or terminate the supply of Goods to the Customer. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company has exercised its rights under this clause.

1.4 Without prejudice to the Company's other remedies at law the company shall be entitled to cancel all or any part of any order of the customer which remains unfulfilled and all amounts owing to the Company shall, whether or not due for payment become immediately payable if:

(a) any money payable to the company becomes overdue, or in the company's opinion the Customer will be unable to make a payment when it falls due.

- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

16. PRIVACY ACT 1988

2.1 The Customer agrees for the Company to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by the Company.

2.2 The Customer agrees that Company may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by the Customer and/or
- (b) to notify other credit providers of a default by the Customer, and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers, and/or
- (d) to assess the creditworthiness of the Customer.

The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

1.2 The Customer consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

1.3 The Customer agrees that personal credit information provided may be used and retained by the Company for the following purpose (and for other purposes as shall be agreed between the Customer and Company or required by law from time to time.

- (a) the provision of Goods and/or Services, and/or
- (b) the marketing of Goods and/or Services by the company, its agents or distributors, and/or
- (c) analyzing, verifying and/or checking the Customer's credit payments and/or status in relation of goods and/or services: and/or
- (d) processing of any payments instruments, direct debit facilities requested by the Customer, and/or
- (e) enabling the daily operation of Customers account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Services.

2.5 The Company may give information about the Consumer to a credit reporting agency for the following purpose:

- (a) to obtain a consumer credit report about the Customer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

2.6 The information given to the credit reporting agency may include:

- (a) personal particulars (the Customer name, sex, address, date of birth, name of employee and driver's license number
- (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
- (c) advise that the Company is a current credit provider to the Customer;
- (d) advise of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies owing which are no longer overdue in respect of any default that has been listed;

- (f) information that, in the opinion of the Company, the Customer has committed a serious credit infringement (that is fraudulently or shown an intention not to comply with the Customer credit obligations);
- (g) advise that cheques drawn by the Customer for one hundred dollars (\$100) or more have been dishonored more than once;
- (h) the credit provided to the Customer by the Company has been paid or otherwise discharged.