

1. Definitions and Application

In these Terms,

"RMB", "RMB Logistics", "we", "us" and "our" mean Woodmine 2 Pty Ltd trading as RMB Logistics.

"Customer" means the person or entity requesting, booking or receiving the Services and includes the sender where applicable.

"Goods" or "Freight" means any goods accepted or proposed to be accepted by RMB for carriage, handling or storage.

"Consignment" means a shipment of Goods booked for carriage.

"Services" means carriage, collection, delivery, handling, storage and any related logistics services provided by RMB.

These Terms apply to all Services provided by RMB unless RMB expressly agrees otherwise in writing.

The Customer is taken to have accepted these Terms when it requests or confirms a booking, accepts a quotation, tenders Goods to RMB, permits RMB to collect Goods, or otherwise engages RMB to provide Services.

Where the Customer arranges carriage on behalf of another person, the Customer warrants that it has authority to accept these Terms on that person's behalf.

2. Bookings, Collections and Service Availability

Bookings are subject to vehicle capacity, route availability, operating conditions and RMB's acceptance.

Next-day consignments must be submitted to RMB before 2:00 pm on the business day prior to the requested collection. Requests received at or after 2:00 pm will be processed on the next business day for the next available run.

Requested collection and delivery dates or times are estimates only unless RMB expressly agrees in writing to a guaranteed service.

RMB may alter routes, schedules, vehicles or service arrangements where reasonably required for operational, safety or regulatory reasons.

3. Booking Requests and Third-Party Collection Points

Submitting a booking request does not constitute confirmation that the requested Service, collection date or delivery date is available. A booking is confirmed only when RMB has accepted the booking and issued confirmation, including the applicable consignment or booking reference.

Requested collection and delivery dates are subject to vehicle capacity, route availability and operational requirements. Where a requested date is unavailable, RMB may offer or allocate the next available service date and will advise the Customer accordingly.

Where Goods are to be collected from a supplier, nursery, agent, warehouse, third-party transporter or other collection point nominated by the Customer, the Customer is responsible for:

- providing the collection point with any RMB booking consignment or reference number required to identify the Goods.
- Advising the collection point of the confirmed or scheduled collection date and any relevant collection requirements.
- ensuring the Goods are ready, correctly identified and reasonably accessible for collection.
- ensuring any information, documentation, authority or instructions required for release of the Goods have been provided to the collection point; and
- ensuring that all booking information supplied to RMB, including addresses, contact details, quantities, descriptions and collection instructions, is accurate and complete.

Unless expressly agreed otherwise in writing, RMB is not responsible for contacting or obtaining confirmation from a third-party supplier, agent or collection point on the Customer's behalf.

Where a collection is delayed, unsuccessful or cannot be completed because the collection point has not been advised of the booking, cannot identify or release the Goods, the Goods are not ready or accessible, required information or authority has not been provided, or information supplied to RMB is inaccurate or incomplete, RMB may treat the attendance as a futile collection.

Any subsequent collection or rescheduling will be treated as an additional Service and may be subject to the applicable freight, futile collection, waiting time, storage or other reasonable charges.

To the extent permitted by law, RMB is not responsible for loss, delay or additional cost arising from an act or omission of the Customer or a third-party collection point in relation to matters for which the Customer is responsible under this clause.

4. Quotations, Rates and Charges

Quotations are based on the information supplied by the Customer at the time of quotation and are subject to these Terms.

RMB may adjust a charge where the information supplied by the Customer is inaccurate or incomplete, or where the Consignment or Services differ from those quoted, including changes to quantity, dimensions, weight, location, access requirements or handling requirements.

Additional reasonable charges may apply for services outside the quoted scope, including demurrage, driver waiting time, redelivery, futile collection or delivery, storage, additional handling, special equipment, after-hours services or other additional requirements.

Where a vehicle or driver is delayed at a collection or delivery location beyond the reasonable time allowed for the booked service, demurrage or driver waiting time charges may apply.

Unless otherwise stated, all charges are exclusive of GST

5. Fuel Levy

A variable fuel levy applies to freight charges. The applicable fuel levy is the rate published or advised by RMB and in effect on the date of delivery.

Any fuel levy shown on a quotation is indicative only. The Customer will be charged the fuel levy applicable on the date of delivery, regardless of the fuel levy rate shown when the quotation or booking was provided.

6. Payment Terms and Credit Accounts

Approved account customers must pay invoices in accordance with the payment terms approved by RMB and shown on the relevant invoice or account documentation.

RMB may review, reduce, suspend or withdraw credit facilities where an account is overdue, the Customer's credit risk changes, or RMB otherwise reasonably considers continued credit inappropriate.

The Customer must notify RMB of any dispute relating to an invoice within 7 days of the invoice date, providing details of the disputed amount and sufficient information to allow the matter to be investigated.

If no dispute is raised within this period, the invoice will be taken to have been accepted by the Customer, subject to any rights that cannot be excluded by law. The existence of a dispute relating to part of an invoice does not relieve the Customer from paying any undisputed amount by its due date

7. Non-Account Customers and Prepayment

Non-account customers are required to pay their invoice in cleared funds at least one business day prior to collection unless RMB expressly agrees otherwise.

Where cleared funds have not been received by the required time, RMB may decline or defer collection and the Goods will be scheduled for the next available service after payment has been confirmed.

Providing a remittance advice does not of itself constitute payment unless RMB agrees otherwise.

8. Overdue Accounts and Late Payment Fee

Where an invoice remains unpaid seven days after its due date, RMB may charge a one-off late payment administration fee of \$25 in respect of that overdue invoice.

The late payment administration fee represents a reasonable contribution towards the additional administrative costs associated with managing overdue accounts, including account review, payment reconciliation, customer correspondence, follow-up activity and credit account administration.

The fee is applied once only on each overdue invoice and is not intended to operate as a penalty.

RMB may waive the late payment administration fee at its discretion. Any waiver does not affect RMB's right to apply the fee to other overdue invoices or on future occasions.

Where any invoice remains outstanding after its due date, RMB will not accept any further consignments or bookings on the Customer's account until all outstanding invoices have been paid in full and payment has been confirmed by RMB.

Any existing bookings scheduled for collection while the Customer's account remains overdue may be placed on hold or cancelled. To the extent permitted by law, RMB will not be responsible for any delay, missed collection or other loss arising from the suspension of Services due to the Customer's overdue account.

RMB may, at its discretion, agree to continue providing Services under an approved payment arrangement or other terms agreed in writing.

9. Packaging and Preparation of Freight

The Customer is responsible for ensuring that Goods are appropriately prepared, contained, packaged and secured for the nature of the Goods, the intended journey and ordinary transport handling before collection or delivery to an RMB depot.

All pallets and trolleys must be appropriately wrapped and secured before collection by RMB or delivery to an RMB depot so that the Goods remain contained during handling and transport.

Loose items, including pots, trays, tube stock and similar items, must be adequately contained or secured so they cannot become displaced during ordinary handling or transport.

RMB may refuse to collect or carry Goods that it reasonably considers unsafe, inadequately packaged, inadequately secured, unsuitable for transport or likely to cause injury or damage.

If RMB elects to carry Goods that appear inadequately packaged or secured, acceptance of the Goods does not constitute confirmation by RMB that the packaging is adequate and does not relieve the Customer of its obligations under these Terms.

Where live plants or horticultural Goods are transported on trolleys, the Customer must ensure that the Goods are appropriately wrapped and contained within the trolley wherever reasonably practicable.

The Customer acknowledges that plant material which is unwrapped, protrudes beyond the sides of a trolley, or exceeds the available internal height or clearance of the vehicle or trailer is at increased risk of damage during normal transport and handling.

This may include leaves, branches, stems or other plant material being rubbed, caught, compressed, broken or severed through ordinary movement or contact with trolleys, other freight or the interior of the vehicle or trailer during transit.

RMB will exercise reasonable care when handling and transporting such Goods. However, subject to applicable law, RMB is not liable for loss of or damage to Goods to the extent that the loss or damage was caused or contributed to by inadequate packaging, wrapping, securing, containment or preparation of the Goods, including plant material being unwrapped, protruding beyond the trolley or exceeding available vehicle or trailer clearance.

This limitation does not apply to the extent that the relevant loss or damage was caused by RMB's negligence, breach of contract or unlawful act or omission.

10. Live Plants and Horticultural Freight

The Customer acknowledges that live plants and horticultural products are inherently susceptible to deterioration and may be affected by temperature, weather, moisture, watering, handling, transit duration, biological processes and other environmental factors.

RMB does not warrant that live plants or horticultural products will remain in the same biological or cosmetic condition throughout transport where deterioration results from the inherent nature of the Goods or circumstances not caused by a failure by RMB to exercise reasonable care.

The Customer must ensure that Goods are suitable for the intended journey and are prepared and packaged appropriately for transport.

11. Dangerous, Hazardous, Fragile and Special Goods

The Customer must disclose before booking if Goods are dangerous, hazardous, fragile, perishable, unusually valuable, require special handling, or are otherwise of a nature that may affect their safe or lawful carriage.

The Customer must provide all information, declarations, documentation, labels and instructions reasonably required by RMB or by law.

RMB may refuse to accept Goods where it reasonably considers that it cannot safely or lawfully provide the requested Services.

The Customer must not tender dangerous or prohibited Goods without RMB's prior written approval and full disclosure of their nature.

12. Biosecurity and Quarantine

The Customer is responsible for ensuring that the Goods comply with all applicable biosecurity, quarantine, plant health and interstate movement requirements.

The Customer must obtain and provide any permits, declarations, certificates, treatment records or other documentation required for the lawful movement of the Goods.

RMB may refuse, hold, redirect or otherwise deal with Goods where reasonably required by law, a government authority, a suspected biosecurity issue or the absence of required documentation.

To the extent permitted by law, reasonable costs incurred by RMB as a direct result of the Customer's failure to comply with applicable biosecurity or quarantine requirements may be charged to the Customer.

13. Customer Warranties and Responsibilities

The Customer warrants that:

- it owns the Goods or has authority from the owner to engage RMB to provide the Services;
- all descriptions, quantities, weights, dimensions, addresses, contact details and other information supplied to RMB are accurate;
- the Goods are lawful to transport and all required approvals have been obtained;
- the Goods are appropriately packaged, contained and secured;
- all special handling, safety, biosecurity, quarantine and regulatory requirements have been disclosed; and
- collection and delivery locations are reasonably safe and accessible for the vehicle and service requested.

14. Insurance

RMB is not an insurer of the Goods.

The Customer is responsible for arranging insurance appropriate to the nature and value of the Goods while in transit and while being handled or stored in connection with the Services.

The Customer must not assume that the Goods are insured by RMB merely because RMB has accepted the Goods for carriage.

Any insurance maintained by RMB for its own business risks does not constitute cargo insurance arranged for the Customer or the owner of the Goods.

15. Collection and Delivery Access

The Customer must ensure that collection and delivery locations provide safe and reasonable access for the type of vehicle and equipment required.

The Customer must disclose known access restrictions before booking, including height, length, weight or route restrictions; loading restrictions; difficult or unsuitable surfaces; restricted operating hours; and any requirement for forklifts, loading docks or other equipment.

RMB may refuse to enter or remain at a location where its driver or representative reasonably considers the conditions unsafe, unlawful or unsuitable.

Additional charges may apply where undisclosed or unexpected access restrictions result in waiting time, redirection, redelivery, additional handling or a futile collection or delivery.

16. Loading, Unloading and Load Restraint

Each party remains responsible for its own obligations under applicable work health and safety, road transport, heavy vehicle and Chain of Responsibility laws.

Nothing in these Terms transfers or removes a legal safety obligation that cannot lawfully be transferred or excluded.

Where the Customer or another party loads, unloads, packs or restrains Goods, that party must do so safely and in accordance with applicable law and reasonable transport requirements.

RMB may stop, refuse or modify an activity where it reasonably considers the loading, unloading or restraint arrangements unsafe or unlawful.

17. Waiting Time, Futile Collections and Redelivery

The Customer must ensure that Goods are ready for collection and that reasonable access, personnel and equipment required to complete the collection or delivery are available at the agreed location.

RMB cannot guarantee an exact collection or delivery time. Collection and delivery times are determined by RMB based on scheduled runs, routes, vehicle capacity and operational requirements. RMB will make reasonable efforts to accommodate a Customer's requested collection or delivery time; however, any requested time is a preference only and is not guaranteed.

Where an estimated collection or delivery time is provided, Customers should allow a four-hour service window.

RMB reserves the right to determine or adjust this window based on the applicable run and operational requirements. Collection and delivery times may also be affected by traffic, delays at earlier collection or delivery points, loading and unloading requirements, road conditions and other circumstances affecting the scheduled run.

A reasonable allowance of up to 15 minutes is provided for loading or unloading at a collection or delivery location. Where a vehicle or driver is detained beyond 15 minutes for reasons outside RMB's control, demurrage or driver waiting time charges may apply from the expiry of the 15-minute allowance until the vehicle is able to depart.

Waiting time may include delays caused by Goods not being ready, insufficient personnel or equipment being available to load or unload, site access delays, paperwork or documentation not being ready, the Customer or consignee requesting the driver to wait, or any other circumstance at the collection or delivery location that prevents the vehicle from completing the Service within the reasonable allowance.

Where RMB attends a collection or delivery location but is unable to complete the Service due to circumstances within the control of the Customer, sender or consignee, including Goods not being ready, payment not having been received, inadequate or unsafe access, the premises being closed, required personnel or equipment not being available, or the recipient refusing or being unable to accept delivery, the Service may be treated as a futile collection or delivery and the applicable charge may be applied.

Where delivery cannot be completed on the first attempt, RMB may return the Goods to an RMB depot or other suitable location. Redelivery will be treated as an additional Service and charged at the applicable rate, together with any waiting time, additional handling or storage charges incurred.

Where Goods are required to be held because collection or delivery cannot be completed for reasons outside RMB's reasonable control, storage charges may apply from the next business day until the Goods are collected, redelivered or otherwise dealt with in accordance with the Customer's instructions.

The applicable rates for demurrage, driver waiting time, futile collection or delivery, redelivery, storage and additional handling are set out in RMB's current rate schedule or otherwise advised to the Customer. These charges are reviewed from time to time and do not form part of these Terms.

18. Delivery and Authority to Leave

RMB provides commercial freight transport services and does not provide delivery into buildings, residences, warehouses or other premises unless expressly agreed in advance. Delivery is generally kerbside, roadside, loading-zone, loading-dock or depot-to-depot, as applicable to the booked service.

The Customer and consignee must ensure that the collection or delivery location has safe, legal and reasonable access for the type and size of vehicle being used by RMB, including sufficient road access, overhead and side clearance, turning space and sufficient space for the vehicle to safely enter, manoeuvre, stop and exit the location.

The Customer or consignee must advise RMB in advance of any known access limitations, including narrow or restricted access, limited turning areas, low clearances, overhanging trees or structures, gates, driveways, soft or unstable ground, steep gradients or other site conditions that may affect safe vehicle access.

Where a dedicated loading zone, loading dock or suitable off-street loading or unloading area is not available, the Customer or consignee must ensure there is a safe and lawful location on the street or roadside where the RMB vehicle can reasonably stop to complete the collection or delivery.

RMB drivers are not required to stop, load or unload in a location that is unsafe, unlawful, unsuitable for the vehicle or would create an unreasonable risk to the driver, vehicle, Goods, property or other road users.

Where the Customer or consignee requests or directs an RMB vehicle to enter or manoeuvre within an area with restricted, confined or otherwise limited access, RMB will not be liable for damage to driveways, landscaping, gates, fences, structures, surfaces or other property to the extent that the damage results from the restricted access, inadequate clearance, unsuitable ground or other site conditions, except to the extent that the damage was caused by RMB's negligence or unlawful act or omission.

RMB may refuse to enter or manoeuvre within any location that the driver reasonably considers unsafe or unsuitable for the vehicle. In those circumstances, the Goods may be collected or delivered at the nearest safe and lawful location reasonably accessible to the vehicle.

The Customer or consignee is responsible for arranging any persons or equipment required to move the Goods from the RMB vehicle or roadside delivery point into the property or to their final location, unless otherwise agreed with RMB.

Where safe and reasonable access is not available and the collection or delivery cannot be completed, any resulting waiting time, demurrage, redelivery, storage or additional handling may be charged to the Customer.

Where the Customer or consignee instructs RMB to leave Goods unattended or at a nominated location, RMB may rely on that instruction. Subject to applicable law, RMB is not responsible for loss or damage occurring after the Goods have been delivered in accordance with that instruction, except to the extent caused by RMB's own act or omission.

Electronic proof of delivery, photographs, signatures, scans, GPS records or other business records may be used by RMB as evidence of collection or delivery.

19. RMB Trolleys, Pallets and Equipment

All trolleys, pallets, restraints, equipment or other property identified as belonging to RMB remain the property of RMB unless expressly sold or transferred in writing.

Customers and consignees must make RMB equipment available for collection or return within a reasonable period and must not sell, dispose of, alter or use it for an unauthorised purpose.

RMB may charge the reasonable repair or replacement cost of RMB equipment lost, destroyed or damaged while in the custody or control of the Customer or consignee, excluding fair wear and tear.

20. Subcontracting

RMB may subcontract all or part of the Services to appropriately selected carriers, agents or service providers.

Where RMB subcontracts Services, these Terms continue to apply to the Customer's engagement of RMB.

RMB may extend the benefit of any lawful limitation or exclusion of liability in these Terms to its employees, agents and subcontractors to the extent permitted by law.

21. Loss, Damage and Claims

The Customer or consignee must inspect the Goods as soon as reasonably practicable following delivery.

Any apparent loss of or damage to the Goods must be reported to RMB within 48 hours of delivery. Where reasonably practicable, any visible loss or damage should be noted at the time of delivery.

A claim must include, where applicable, the consignment or invoice details, a description of the loss or damage, photographs of the Goods and packaging, evidence of the value of the Goods claimed, and any other information reasonably requested by RMB to investigate and assess the claim.

For live plants and horticultural freight, claims relating to the condition, deterioration or damage of the Goods must be supported by evidence demonstrating the condition of the Goods at or as close as reasonably practicable to the time of delivery. RMB will not be responsible for deterioration occurring after delivery that results from watering, storage, weather, temperature, handling, repotting, planting, environmental conditions or the inherent nature of the Goods.

The Customer or consignee must retain the damaged Goods and any relevant packaging for a reasonable period where RMB requests an opportunity to inspect them. Goods should not be disposed of, repaired, repotted or otherwise altered before RMB has had a reasonable opportunity to investigate the claim, unless reasonably necessary to prevent further loss or damage.

Failure to notify RMB within 48 hours of delivery may affect RMB's ability to investigate, verify or assess the claim and may result in the claim being declined where RMB has been materially prejudiced by the delay.

Submitting a claim does not of itself establish that RMB is responsible for the loss or damage. All claims will be investigated having regard to the circumstances of the Consignment and these Terms.

Nothing in this clause excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified.

22. Liability

RMB will exercise reasonable care in providing the Services.

To the maximum extent permitted by law, RMB is not liable for loss, damage, delay or expense to the extent caused or contributed to by:

- the inherent nature, vice, deterioration or characteristics of the Goods;
- inadequate packaging, securing, containment or preparation not performed by RMB;
- incorrect, incomplete or misleading information or instructions supplied by the Customer or consignee;
- an act or omission of the Customer, sender, consignee or another person for whom RMB is not responsible;
- lawful action by a government, regulatory, quarantine or biosecurity authority; or
- circumstances outside RMB's reasonable control.

To the extent permitted by law, RMB is not liable for indirect or consequential loss, loss of profit, loss of opportunity or loss of market arising from the Services.

Nothing in these Terms excludes, restricts or modifies any right, guarantee, condition, warranty or liability where doing so would be unlawful.

23. Customer Indemnity

To the extent permitted by law, the Customer indemnifies RMB against reasonable loss, damage, liability, cost or expense suffered or incurred by RMB to the extent caused or contributed to by the Customer's acts or omissions, breach of these Terms, unlawful Goods, undisclosed dangerous Goods, inaccurate or incomplete information, inadequate packaging, or failure to comply with applicable biosecurity, quarantine or safety requirements.

The indemnity does not apply to the extent that the relevant loss, damage, liability, cost or expense was caused or contributed to by RMB's negligence, breach of contract or unlawful act or omission.

24. Cancellations and Changes

The Customer must notify RMB as soon as possible if a booking is to be cancelled or materially changed.

A booking may be cancelled without charge where RMB receives notice of the cancellation before 2:00 pm on the business day prior to the scheduled collection.

Where a booking is cancelled at or after 2:00 pm on the business day prior to the scheduled collection, RMB may charge a cancellation fee equal to 100% of the quoted or booked freight charge, or such lesser amount as reasonably represents RMB's actual loss after taking reasonable steps to mitigate that loss (including by redeploying capacity where practicable). The fee reflects the vehicle capacity, scheduling and operational resources committed to the booking..

Where RMB has already attended the collection location, commenced the Services or incurred additional costs in connection with the booking, RMB may instead charge the applicable futile collection fee and any reasonable additional costs incurred.

Material changes to the quantity, dimensions, destination, collection point or handling requirements may require a revised quotation or booking and may affect RMB's ability to provide the originally scheduled service.

25. Suspension or Refusal of Services

RMB may suspend or refuse Services where reasonably necessary because of overdue accounts, safety concerns, unlawful or unsuitable Goods, inadequate packaging, missing information or documentation, repeated non-compliance with these Terms, or other material risk to RMB's operations.

Where practicable, RMB will communicate the reason for suspension or refusal and the steps required before Services can resume.

26. Delays and Circumstances Beyond Reasonable Control

RMB is not responsible for delay or failure to perform the Services to the extent caused by circumstances outside its reasonable control, including severe weather, flood, fire, road closure, accident, government action, quarantine restriction, industrial action, major network disruption or other comparable events. RMB will take reasonable steps to manage or minimise disruption where practicable.

27. GST

Unless expressly stated otherwise, amounts quoted by RMB are exclusive of GST. The Customer must pay GST and any other applicable tax, duty or government charge properly payable in connection with the Services.

28. Electronic Communications and Records

The Customer consents to RMB communicating electronically in relation to quotations, bookings, invoices, statements, operational notices and these Terms. RMB may rely on its ordinary electronic and business records as evidence of bookings, instructions, communications, collections, deliveries and account activity, subject to applicable law.

29. Privacy

RMB may collect, use and disclose personal information reasonably required to provide the Services, administer accounts, communicate with customers and comply with legal obligations.

Personal information will be handled in accordance with applicable privacy laws and any privacy policy adopted by RMB.

30. Changes to These Terms

RMB may amend these Terms from time to time.

Where a change materially affects the Customer's rights or obligations, RMB will provide reasonable notice before the change applies to new bookings or Services, unless an earlier change is reasonably required by law or for an urgent safety or regulatory reason.

The version of the Terms applicable to a Consignment will be the version in effect when the relevant booking is accepted, unless otherwise agreed in writing.

31. Governing Law

These Terms are governed by the laws of Queensland, Australia, and the parties submit to the jurisdiction of the courts and tribunals having jurisdiction in Queensland, subject to any law that requires otherwise.

32. General

If any provision of these Terms is invalid or unenforceable, it is to be read down to the extent necessary and, if it cannot be read down, severed without affecting the remaining provisions.

A failure or delay by RMB in exercising a right under these Terms does not waive that right.

These Terms, together with any accepted quotation, rate schedule, credit terms and written service-specific agreement, form the agreement between RMB and the Customer for the relevant Services. If there is an inconsistency, a service-specific written agreement expressly agreed by RMB will prevail to the extent of the inconsistency.