WEBSITE DISCLAIMER

Website: https://freightservices.com.au/
Website operator: CargoMaster Pty Ltd
Last updated: 15 October 2026

1. Definitions and Interpretation

In this Disclaimer:

CargoMaster, **we**, **us** or **our** means CargoMaster Pty Ltd, the operator of or entity associated with freightservices.com.au, including its lawful successors and permitted assigns.

Website means freightservices.com.au, including its pages, content, forms, downloadable materials, links and other online features.

User, **you** or **your** means any person or entity accessing, browsing or using the Website.

Services means freight forwarding, domestic and international air freight, sea freight, container shipping, customs clearance coordination, vehicle transportation, aircraft charter arrangements, project cargo, heavy freight and related logistics services.

Third-Party Provider means an airline, shipping line, road transport operator, courier, customs broker, port operator, terminal, warehouse, insurer, overseas

agent, technology provider or other independent service provider.

Loss means loss, damage, liability, cost or expense, including direct or indirect loss, loss of profits, revenue, anticipated savings, business opportunities, contracts, goodwill, information or data, to the extent such loss may lawfully be addressed under this Disclaimer.

Harmful Code means malicious or unwanted software, viruses, ransomware, spyware, trojan horses, worms, malicious scripts or other code capable of compromising a computer system, device, network or information.

2. General Website Disclaimer

The Website provides general information about CargoMaster, freight forwarding, transportation, international shipping and associated logistics services. Although CargoMaster endeavours to maintain useful, accurate and current information, website content is provided for general informational purposes and may not address the specific circumstances of every shipment, customer, destination or transaction.

Information published on the Website does not, by itself, constitute a binding freight quotation, confirmed shipping reservation, guarantee of transport availability, offer to contract, insurance policy, customs determination or undertaking that a particular shipment will be accepted or delivered within a specified period.

Any quotation, booking, transport arrangement or other service engagement is subject to the applicable quotation, written confirmation, agreed service terms and conditions, and any relevant carrier or third-party requirements. Users should obtain written confirmation of material arrangements before committing cargo or making decisions based on estimated costs or delivery dates.

CargoMaster may update, correct, replace, remove or modify Website content, service descriptions, contact details, prices and other information without prior notice. However, nothing in this provision overrides any contractual obligation or statutory right that applies to an existing transaction.

To the maximum extent permitted by applicable law, CargoMaster disclaims responsibility for reliance on outdated, incomplete, inaccurate or general Website information where that disclaimer is legally effective. This clause does not exclude liability for misleading or deceptive conduct, negligent

misrepresentation or any other liability that cannot lawfully be excluded.

3. Freight Quotations, Rates and Service Availability

Freight rates, transit times, schedules, capacity, surcharges and service descriptions published or communicated through the Website are indicative unless expressly confirmed in writing by CargoMaster as applicable to a particular shipment.

Freight costs may change due to carrier pricing, fuel surcharges, exchange rates, port charges, terminal handling, storage, demurrage, detention, customs inspections, quarantine requirements, security charges, seasonal demand, route changes or other circumstances affecting the shipment.

A freight estimate may be based on information supplied by the customer, including cargo dimensions, gross weight, volume, commodity description, collection address, destination, packaging and required delivery timeframe. Incorrect or incomplete information may result in revised pricing, additional charges, service restrictions or delays.

CargoMaster reserves the right, subject to applicable law and any existing contractual commitments, to review a proposed shipment where the actual cargo differs materially from the information supplied, the cargo is unsuitable for the selected service, documentation is incomplete or a legal, safety, security or operational restriction applies.

No estimated transit time should be interpreted as a guaranteed delivery date unless an authorised written agreement expressly provides otherwise. Carrier schedules, flight availability, vessel movements, transhipment arrangements, weather, industrial action, port congestion and border processing may affect the actual delivery timeframe.

4. Third-Party Carriers and Service Providers

Freight forwarding may require services supplied by independent airlines, shipping lines, road carriers, couriers, warehouses, port operators, customs brokers, overseas agents and other service providers.

Where third parties perform transportation, handling, storage, inspection or other services, their own contractual terms, conditions, limitations, exclusions and claims procedures may apply. CargoMaster may arrange or coordinate these services as part of a freight movement, subject to the applicable customer agreement and the legal capacity in which CargoMaster acts.

To the extent permitted by law and the applicable contract, CargoMaster is not responsible for an independent third party's acts, omissions, operational decisions, service interruptions or contractual breaches where CargoMaster is not legally responsible for the relevant conduct.

Nothing in this clause excludes or limits liability that arises from CargoMaster's own conduct, an applicable agency or contractual obligation, a non-excludable statutory duty, or any other liability that cannot lawfully be excluded.

Customers should promptly report suspected loss, damage, delay or irregularities and preserve relevant transport documents, photographs, packaging, delivery records and other evidence. Separate time limits may apply under the relevant transport contract, carrier conditions, international convention or applicable law.

5. Limitation of Website Liability

To the maximum extent permitted by law, CargoMaster excludes liability for Loss arising from access to, use of, inability to use or reliance on the Website or its general content, except to the extent the Loss results from liability that cannot lawfully be excluded or limited.

Subject to applicable law, CargoMaster is not liable for indirect or consequential Loss arising from Website use, including loss of anticipated profits, business interruption, loss of commercial opportunities, loss of goodwill, loss or corruption of data, or costs incurred in reliance on general Website information.

These exclusions apply only to the extent legally permitted and do not automatically apply to every transaction or service supplied by CargoMaster. Liability arising from an actual freight forwarding engagement must be assessed under the applicable service contract, transport documentation and governing law.

Nothing in this Disclaimer excludes, restricts or modifies any consumer guarantee, statutory right, remedy or liability that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

Where legislation permits a limitation of liability for a particular supply, any limitation must satisfy the requirements of that legislation and the applicable contract. No limitation in this Website Disclaimer should be interpreted as

automatically imposing a cap on liability for cargo loss, cargo damage or delay under a separate freight contract.

6. Australian Consumer Law and Non-Excludable Rights

Nothing in this Disclaimer is intended to exclude, restrict or modify any right or remedy available under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or any other applicable law where such exclusion, restriction or modification would be unlawful.

Where the Australian Consumer Law or other legislation provides mandatory guarantees, protections or remedies, those rights remain applicable to the extent required by law.

If CargoMaster supplies services to which non-excludable consumer guarantees apply, those guarantees are not displaced by this Disclaimer. Any limitation or modification of liability may only apply where legally permitted and in accordance with the relevant statutory requirements.

7. Freight Services, Cargo Loss & Separate Contractual Terms

This Disclaimer relates primarily to Website access and information. It is not intended to replace CargoMaster's applicable freight forwarding terms and conditions, customer service agreements, transport contracts, booking confirmations or other contractual documentation.

Cargo loss, physical damage, misdelivery, delay, storage charges, carrier liability, insurance, dangerous goods, customs issues and other matters arising from an actual shipment may be governed by separate contractual provisions and applicable laws.

Depending on the shipment, relevant legal frameworks may include Australian law, international carriage conventions, maritime legislation, applicable carrier conditions and the laws of the country in which a particular part of the transportation occurs.

Customers should review the applicable freight forwarding terms and conditions before booking a shipment. Where a matter is not addressed by a specific agreement, the parties' rights and obligations will be determined under the applicable law.

No statement on the Website should be interpreted as a representation that every shipment is insured, that every carrier accepts unlimited liability, or

that CargoMaster guarantees compensation for every loss, damage or delay.

8. Cargo Insurance

Freight charges do not necessarily include cargo insurance. The availability, scope, exclusions, excesses, conditions and limits of any insurance cover depend on the particular policy and the insurer's terms.

Customers should establish whether appropriate cargo insurance is required for their shipment and obtain confirmation of the actual cover before transportation begins. Ordinary carrier liability may be limited and may not equal the commercial value of the cargo.

Where CargoMaster assists with insurance arrangements, the scope of that assistance and the applicable policy documentation should be confirmed separately. Customers should not assume that a quotation, booking confirmation or Website statement constitutes proof that insurance has been issued.

CargoMaster does not represent that an insurer will accept a claim or pay a particular amount. Insurance claims are subject to the applicable policy, disclosure requirements, evidence, exclusions and claims procedures.

Nothing in this clause excludes any liability CargoMaster may have under a separate agreement or applicable law concerning insurance arrangements.

9. Website Security, Viruses and Harmful Code

CargoMaster takes reasonable steps, appropriate to the circumstances, to maintain the security and operation of the Website. However, no website, internet connection, email system or electronic transmission can be guaranteed to be completely secure or free from vulnerabilities, interruptions or Harmful Code.

Users are responsible for maintaining appropriate security measures on their own devices and networks, including current operating system updates, reputable security software, firewall protection and secure account credentials.

To the maximum extent permitted by law, CargoMaster is not liable for Loss arising from Harmful Code, unauthorised access, cyberattacks, phishing, malicious third-party activity or interference with a user's device or network, except to the extent that liability arises from CargoMaster's own legally

actionable conduct or cannot lawfully be excluded.

Users should independently verify unexpected requests for payments, changes to bank account details, freight release instructions, passwords or sensitive information. CargoMaster should be contacted through independently verified contact details if a communication appears suspicious.

CargoMaster may suspend, restrict or modify access to the Website where reasonably necessary for security, maintenance, investigation, legal compliance or operational reasons.

10. Electronic Communications and Online Enquiries

The Website may permit users to submit forms, request quotations, send documents or communicate with CargoMaster electronically.

Although reasonable precautions may be taken, electronic communications may be delayed, misdirected, intercepted, corrupted, blocked or delivered unsuccessfully. Users should not assume that an enquiry, booking request, document or payment instruction has been received or accepted unless appropriate confirmation has been provided.

Users must ensure that information supplied to CargoMaster is accurate, complete and authorised for disclosure. This includes cargo descriptions, declared values, weights, dimensions, delivery addresses, consignee details, customs information and any information relating to regulated or restricted goods.

Users must not submit confidential, personal, commercially sensitive or security-critical information through an online form unless the relevant submission method is appropriate for that information.

CargoMaster may request further information or verification where reasonably required to assess a shipment, comply with legal obligations, protect cargo or prevent fraud.

11. Website Availability and External Links

CargoMaster does not guarantee that the Website will be continuously available, uninterrupted, error-free or compatible with every device, browser or software configuration.

The Website may contain links to third-party websites, online tools, shipping resources, carrier portals or external service providers. These links are

provided for convenience or information and do not necessarily constitute an endorsement, verification or guarantee of the linked content or service.

CargoMaster does not control the availability, security, accuracy, privacy practices or content of external websites. Users access third-party websites at their own discretion and should review the relevant website's terms and privacy policy.

CargoMaster may remove or disable an external link if it becomes unavailable, misleading, insecure, inappropriate or inconsistent with the Website's purpose.

12. Intellectual Property and Permitted Website Use

Unless otherwise indicated, content published on the Website, including text, graphics, photographs, logos, page layouts and original materials, is owned by CargoMaster or used under an applicable licence.

Users may access and use Website content for legitimate personal or business information purposes. Reproduction, commercial exploitation, systematic copying, republication or distribution of protected material requires the permission of the relevant rights holder unless permitted by law.

Users must not use the Website to transmit unlawful material, introduce Harmful Code, attempt unauthorised access, interfere with Website operations, collect personal information unlawfully or engage in activity that compromises the security or integrity of the Website.

Nothing in this clause limits rights or exceptions that apply under copyright law or other applicable legislation.

13. Indemnity for Unlawful or Unauthorised Use

To the extent permitted by law, you agree to indemnify CargoMaster Pty Ltd against reasonable Losses, liabilities, damages and costs, including reasonable legal costs, to the extent directly caused by your unlawful use of the Website, your deliberate introduction of Harmful Code, your infringement of another person's intellectual property rights, or your unauthorised access to or interference with the Website.

This indemnity applies only to the extent the relevant Loss is caused by your conduct or breach and is legally recoverable. It does not apply to Loss caused by CargoMaster's own negligence, unlawful conduct, breach of contract or

other conduct for which CargoMaster cannot lawfully avoid responsibility.

Nothing in this clause creates an unlimited or automatic obligation to indemnify CargoMaster for every claim associated with the Website. The existence and extent of any indemnity are subject to applicable law and the circumstances of the relevant claim.

14. Privacy and Personal Information

CargoMaster may collect and handle personal information submitted through the Website in connection with enquiries, quotations, bookings, customer support, administration, security and related business purposes.

Personal information will be handled in accordance with applicable privacy legislation and CargoMaster's Privacy Policy, where applicable. Users should review that policy for information about collection, use, disclosure, storage, access and correction of personal information.

Users should not submit another person's personal information unless they have authority to do so or another lawful basis applies.

This Disclaimer does not replace the Privacy Policy or constitute a complete statement of CargoMaster's privacy obligations.

15. No Waiver and No Personal Liability of Officers

To the extent permitted by law, this Disclaimer is intended to benefit CargoMaster Pty Ltd and, where legally applicable, its directors, officers, employees and authorised representatives in respect of matters covered by the relevant protection.

Nothing in this clause creates an automatic immunity for an individual or excludes personal liability where such liability arises under applicable law.

A failure or delay by CargoMaster in exercising a right under this Disclaimer does not, by itself, constitute a waiver of that right.

16. Severability

If any provision of this Disclaimer is found to be invalid, unlawful or unenforceable, that provision will be severed or limited to the minimum extent necessary, where legally permissible.

The remaining provisions will continue to apply to the extent that they can

operate independently and consistently with applicable law.

17. Amendments to This Disclaimer

CargoMaster may amend this Disclaimer from time to time to reflect changes in the Website, business operations, technology, services or applicable legal requirements.

The revised version will be published on the Website with an updated revision date. Users should review the Disclaimer periodically.

A revised Website Disclaimer does not automatically vary an existing contract or retrospectively alter accrued rights and liabilities. Changes to contractual arrangements are subject to the relevant agreement and applicable law.

18. Governing Law and Jurisdiction

This Disclaimer is governed by the laws applicable in Western Australia and the Commonwealth of Australia, to the extent applicable.

Subject to mandatory legal requirements and any applicable contractual dispute resolution provisions, disputes concerning this Disclaimer may be brought before the courts having jurisdiction in Western Australia.

Nothing in this clause prevents proceedings in another jurisdiction where required by applicable law or a valid contractual arrangement.

19. Contact Details

For questions about this Website Disclaimer or information published on freightservices.com.au, contact:

CargoMaster Pty Ltd
Website: https://freightservices.com.au/
Telephone: 1300 767 136
Email: info@freightservices.com.au

Important notice: This Disclaimer applies to the use of freightservices.com.au and the information published on it. Separate freight forwarding terms and conditions may apply to quotations, bookings and transportation services.