



ROADFREIGHT

Terms and Conditions of Carriage Contract...

1. In these Terms and Conditions, "Carrier shall mean ROADFREIGHT or its agents and associates. "Carriage" shall mean and include the whole of the operations and services undertaken by the carrier in respect of the goods. "Goods" shall mean the cargo accepted from the consignor together with any container, packaging or pallets supplied by behalf of the consignor, "Subcontractor" shall include any person who pursuant to a contract or arrangement with any other person (whether or not the carrier performs or agrees to perform the carriage or any part thereof.
2. The applicant applying for an account in the applicant's name with ROADFREIGHT hereby accepts these terms and conditions and has read and understood the same. The carrier reserves the right to accept or reject any credit applications lodged by an applicant for any reason whatsoever and is under no obligation to provide reasons for its action. The applicant and/or the guarantor/s agree for the carrier to obtain from a credit-reporting agency a credit report containing personal credit information about the applicant and/or the guarantor/s in relation to credit provided by the carrier. The applicant and/or the guarantor/s agree that the carrier may exchange information about the applicant and/or the guarantor/s with those credit providers named in the application for credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
 1. To assess an application by an applicant and/or the guarantor/s;
 2. To notify other credit providers of a default by the applicant and/or the guarantor/s;
 3. To exchange information with other credit providers as to the status of the credit account, where the applicant and/or guarantor/s is in default with other credit provider's; and
 4. To assess the credit worthiness of the applicant and/or the guarantor/s. The applicant consents to the carrier being given a consumer credit report to collect overdue payment on commercial credit (section 18K (1) (H) Privacy Act 1988. The carrier may give information about the applicant and/or the guarantor/s to a credit reporting agency for the following purposes:
 - To obtain a consumer credit report about the applicant and/or the guarantor/s; and/or
 - Allow the credit reporting agency to create or maintain a credit information file containing information about the applicant and/or the guarantor/s. Any legal costs, stamp duties or collections agent fees and/or commissions or any other expense incurred by the carrier in consequence of this account application or in respect of opening, maintaining or recovering monies from the account shall be paid by the applicant and/or guarantor/s. This application is subject to the laws of New South Wales and legal proceedings arising, if any, shall be litigated in Sydney. Interest at the rate of 13% per annum of the principle sum may become due to payable by the applicant for all overdue amounts.
3. The carrier is not a common carrier and shall accept no liability as such. All goods carried or transported and all storage and other performed by the carrier subject to these terms and conditions and the carrier reserves the right to refuse the carriage or transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its sole discretion.
4.
 1. It is agreed that the person delivering the goods to the carrier or forwarding is authorized to sign the consignment note for the consignor.
 2. The consignor warrants that in agreeing to the terms hereof is, or has the authority of, the person or persons owning or having any interest in the goods or any part thereof.
 3. Without prejudice to the generality of the foregoing the consignor undertakes to indemnify the carrier in respect of any liability whatsoever in respect of the goods to any person (other than the consignor) who claims to have, who has or who may hereafter have any interest in the goods or any part thereof.
 4. The carrier and any subcontractor shall be entitled to subcontract on any terms the whole or any part of the carriage.
 5. The consignor undertakes that no claim or allegation shall be made, whether by the consignor or any other person who is or may hereafter be interested in the goods, against any person (other than the carrier) by whom (whether as subcontractor, principal, employer, servant, agent or otherwise) the carriage or any part thereof is performed or undertaken which imposes or attempts to impose upon such person any liability whatsoever in connection with the goods whether or not rising out of negligence on the part of such person if such claim or allegation should nevertheless be made to indemnify the carrier and the person against the consequences thereof. Without prejudice to the foregoing and for purpose of this clause other carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them



ROADFREIGHT

shall to this extent be or be deemed to be parties to this contract. Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect (a) all subcontractors; (b) every servant or agent of the carrier or of a subcontractor; (c) every other person (other than the carrier) by whom the carrier or any part thereof is performed or undertaken; and (d) all persons who are or might be vicariously liable for the acts or omissions of any person falling within (a), (b) or (c) thereof and the purpose of this clause the carrier is or shall not be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be or be deemed to parties to this contract.

6. If and the carrier has agreed to insure the goods then the carrier is liable to the consignor in respect at the carriage of the goods for physical loss or damage up to the limit of such insurance.
7. In any even subject to only sub - clause (i) and to clause 22 and 23 hereof the goods are at the risk of the consignor and not the carrier and the carrier shall not be responsible in tort or contract or otherwise for any loss of or damage to or deterioration of goods or miss-delivery or failure to deliver or delay in delivery of goods including chilled, frozen, refrigerated or perishable goods either in transit or in storage for any reason whatsoever including without limiting the forgoing the negligence or breach of contract or wilful act or default at the carrier or others and his clause shall apply to all such loss of or damage to or deterioration of goods or miss delivery of failure to deliver or delay in delivery of goods as aforesaid whether or not the same occurs in the course of performance by or on behalf of the carrier of the contract or in events which are in the contemplation of the carrier and or the consignor or in events which are foreseeable by them or either of them or in events which could not constitute a fundamental breach of the contract or a breach at a fundamental term thereof.
5. If the consignor expressly or impliedly instructs the carrier to use or it is expressly or impliedly agreed that the carrier shall use a particular method of handling or storing the goods of a particular method of carriage whether by road, rail, sea or air the carrier shall give priority to that method but in any event the method or methods of handling, sorting and or carriage adopted by the carrier shall remain at the sole discretion of the carrier and the consignor hereby authorizes the carrier to adopt any method or methods other than the method instructed or agreed.
6. The consignor hereby authorizes any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the carrier be deemed desirable or necessary in the circumstances.
7. The carrier is authorized to deliver the goods at the address nominated to the carrier by the consignor for that purpose and without prejudice to the foregoing it is expressly agreed that the carrier shall be conclusively presumed to have delivered the goods in accordance with this contract if he obtain from any person a receipt or signed delivery docket for the goods. If the nominated place for delivery should be unattended or if delivery cannot be otherwise effected by the carrier, the carrier may at its option deposit the goods at a place (which shall be conclusively presumed to be due delivered hereunder) or store the goods and if the goods are stored by the carrier the consignor shall pay or indemnify the carrier for all costs and expenses incurred in or about such storage in the event that the goods are stored by the carrier the carrier shall be at liberty to redeliver them to the consignor from the place at storage at the consignor's expense.
8. Where goods are accepted for forwarding by rail to an address in a town or to the place where the carrier has no receiving depot the goods shall be deemed duly delivered according to this contract if they are delivered to the nearest railhead.
9. The consignor shall be and remain responsible to the carrier for all its proper charges incurred for any reason. A charge may be made by the carrier in respect of any delay in excess of fifteen minutes in loading or unloading occurring other than from the default of the carrier. Such permissible delay period shall commence upon the carrier reporting for loading. Labour to load or unload goods shall be the responsibility and expense of the consignor or consignee.
10. The carriers' charges shall be deemed fully earned as soon as the goods are loaded and dispatched from the consignor's premises and shall be payable and non-refundable in any event.
11. Where the carrier has not received or been tendered the whole of the price or the payment has been dishonoured, or the terms of trade have been extended according to the agreement between the consignor or the consignee or the third party, the carrier shall have:
 1. Lien on the goods or any documents relating thereto and of any other goods in the possession of the carrier on behalf of the consignor or the consignee or third party or any documents relating thereto for all sums payable to the carrier and for that purpose shall have the right to sell any



ROADFREIGHT

- such by public auction or private auction treaty without notice to the consignor, consignee or third party.
2. The right to retain any such goods or documents whilst they are in the carriers' possession and the carrier may charge storage for the duration the goods are held.
 3. The right of stopping goods in transit whether or not delivery has been arranged to the end receiver.
12. The consignor shall not tender for carriage and volatile spirits or explosive goods which are or may become dangerous, inflammable, or offensive (including but not limited to radioactive materials) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such a goods and in any event shall be liable for all loss and damage caused thereby and in the opinion of the carrier the goods are liable to become of a dangerous, inflammable, explosive, offensive or damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by the carriers right to any charges hereunder. The consignor warrants that it has complied with all laws and regulations relating to the nature of packaging, labelling, or carriage of the goods and that the goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and hereby indemnifies the carrier for any liability whatsoever as a result of arising out of the consignors failure to comply with each of these warranties.
 13. It is agreed that the consignor shall be responsible for the conformity of any containers, packaging or pallets with any requirements of the consignee or for any expenses incurred by the carrier arising from any failure to so conform.
 14. It is agreed that no servant or agent to neither the carrier nor any other person has any power to wavier or vary any of the terms hereof unless such waiver or variation is in writing signed by an executive officer of the carrier.
 15. If the carrier is liable for damage or loss of the goods or any part thereof, no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the carrier in the state in which delivery was or ought to have been affected within sever (7) days after delivery was affected or would in the ordinary course of business have been affected.
 16. Notwithstanding any other provision hereof other than clause 22 and 23 hereof, the carrier shall in any event be discharged from all liability whatsoever in respect of the goods unless suit is brought within six (6) months from their delivery or from the date on which in the ordinary course of business delivery would have been affected.
 17. All goods received by the carrier for carriage forwarding or storage are accepted subject to the condition that the carrier shall accept subject to the condition that the carrier shall accept no responsibility for the collection of cash on delivery or any other payments on behalf of the collection of cash on delivery or any other payments on behalf of the consignor of any other person. When goods are tendered by any person with instructions for the carrier to collect any such payments the carrier shall not be bound by such instructions notwithstanding that the carrier may accept goods as tenders and perform other services of carriage, forwarding or storage in relation to those goods.
 18. All the rights, immunities and limitations of liability in the above terms shall continue to have their full force and affect in all circumstances and notwithstanding any breach of the contract or any of these terms and conditions hereof by the carrier or any other person entitled to the benefit of such provisions.
 19. It is hereby agreed that if any provision or part of any provision of this contract is unenforceable such unenforceable shall not affect any part of such provision or any hereof.
 20. In respect of contract made in Queensland and in any other case where the carriage or any part thereof is subject the Carriage Of Goods By Land (Carriers' liability) Act 1967, of the State, these terms and conditions shall continue in full force and affect except to the extent that they are or any part thereof is void by operation of that Act.
 21. Notwithstanding anything herein contained the carrier shall continue to be subject to implied warranty by the Trade Practices Act 1974 (As Amended) it and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of any such warranty.
 22. Freight charges will be determined by the carrier by reference to the current special quoted rates offered by the carrier to the applicant and may include any additional charges for other services performed by the carrier. The carrier may determine the amount of freight charges by reference to weight, measurement or value of the goods and may at any time reweigh or require the goods to be reweighed, revalue or re-measured and charge the customer additional freight charges accordingly.
 23. The carrier reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the applicant and/or guarantor/s.