



COOLWAYS TRANSPORT PTY LTD



1 Cox Place Glendenning NSW 2761

Phone: 02 9008 1177 Email: Accounts@CoolwayTrans.com.au

ABN: 21 657 522 695

IMPORTANT NOTICE – Conditions that apply to Business Customers

These conditions apply to the services we provide if you are a 'Business Customer'. A customer is a Business Customer if:

- that customer is acquiring our services for, or in relation to, the transport of goods for the purposes of a business, trade, profession or occupation carried on or engaged in by that customer; AND
- the goods that are being consigned by that customer are to be delivered to a consignee who is engaged in a business, trade, profession or occupation in relation to those goods.

Please read all the following conditions carefully and in their entirety. You will be bound by these conditions if we carry or store goods for you. Please note that:

- By accepting these conditions, you warrant that:
 - you are acquiring our services for, or in relation to, the transport of goods for the purposes of a business, trade, profession or occupation carried on or engaged in by you; and
 - the consignee of the goods in question carries on or is engaged in a business, trade, profession or occupation in relation to those goods, unless you otherwise advise us in writing before we agree to provide our services.
- Our services are priced based on the exclusions and limitations set out in these conditions.
- To the extent permitted by law, we will not be liable for any loss of or damage to goods, unless the loss or damage was caused by our proven negligence or wilful misconduct. The conditions provide for various exclusions of liability and limits on our liability for loss of or damage to goods. These exclusions and limits are set out in clause 7 and provide that, to the extent permitted by law, our maximum liability to you if the goods are lost or damaged is \$2,000 (see clause 7.5);
- The effect of these provisions is that, even if we have been negligent, you may not be able to recover the full value of any lost or damaged goods. If you want to negotiate for us to have a higher limit of liability with respect to your goods, you should contact us prior to the booking is made.
- To recover for loss of or damage to your goods, regardless of the circumstances, we recommend that you or the owner of the goods arrange to purchase an appropriate insurance policy that covers the goods.

1.0 TERMS & CONDITIONS OF CARRIAGE

THIS AGREEMENT is made with Coolways Transport Pty Ltd ABN: 21 657 522 695 of 1 Cox Place Glendening NSW 2761 which expression includes its servants, agents, subcontractors and assigns (hereinafter collectively referred to as "the Carrier") by the entity whose name appears on the front of and/or at the foot of this document herein described as the "Sender", "Receiver", "Consignor" or "Consignee" or who is otherwise referred to as such and/or who is referred to as "the Customer" and/or "the Guarantor" (hereinafter jointly and severally referred to as "the Customer")

1 DEFINITIONS

Carriage: the whole of the operations and services undertaken by the Carrier or any Person on behalf of the Carrier in respect of the Goods (whether gratuitously or not), including but without limiting the generality of the definition, loading, unloading, storage of the Goods and the towing of a trailer

Carrier: Coolways Transport Pty Ltd (ABN 21 657 522 69) trading under its own name or under any other business name.

Chain of Responsibility Law: the Heavy Vehicle National Law as enacted in any Australian state, the *Road Traffic (Administration) Act 2008 (WA)* and the *Road Traffic (Vehicles) Act 2012 (WA)* and any other Commonwealth, state or territory Law dealing with the obligations of parties involved in the transport of goods by road.

Consequential Loss: any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; wasted expenditure; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; liquidated damages; punitive or exemplary damages; in each case arising from or in connection with the performance of the Carriage and whether or not foreseeable at the time of entering into any agreement incorporating these conditions.

Consignment: the consignment of Goods at any one time from the Consignor in a single load from one address in Australia to another address in Australia.

Consignor: the person whose details are set out in the table that appears at the end of this document.

Goods: the property from time to time accepted by the Carrier from Consignor for Carriage and included, without limiting the generality of this definition, any container or packaging supplied by or on behalf of the Consignor.

Dangerous Goods: Goods that are or may become noxious, dangerous, flammable or damaging or that may harbour or encourage vermin or other pests, or that are or may become liable to harm any property whatsoever.

Excluded Goods: cash, securities and negotiable instruments; bullion, gold and other precious metals, precious stones, precious gemstones, precious jewellery and works of art; firearms and ammunition; bicycles/motorcycles (unless they have been crated or are packaged in original manufacturer's packaging); canoes; kayaks; boats; golf carts; animals and livestock; human tissue or blood; antiques;

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furniture (unless flat-packed); white goods that are not in their original packaging; flowers; household and personal effects; or musical instruments.

Force Majeure Event: any event beyond the reasonable control of the Carrier including acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage, explosions, nuclear accidents, strikes, labour disputes and other industrial disturbances, any road closure or congestion of roads, any quarantine or customs restriction, epidemic or pandemic, cyber warfare, cyberattacks, ransomware attacks, cyber sabotage, any interruption of power supply or scarcity of fuel or any accident, collision or breakdown of a vehicle, Crane, machinery or equipment.

Goods: the property accepted by the Carrier from, or at the request of, the Consignor for Carriage and includes any Container or packaging supplied by or on behalf of the Consignor.

Interest: an amount calculated on any Outstanding Amount at the rate of 1.5% per month.

Law: applicable statutes and any associated regulations, proclamations, rules, bylaws.

Outstanding Amount: any amount which remains unpaid upon the expiry of the credit terms extended by the Carrier or for which the Consignor is otherwise liable, pursuant to these conditions, to the Carrier.

PPSA: the *Personal Property Securities Act 2009* (Cth).

Store or Storage: receiving Goods into a storage location including confirmation of quantities and batch numbers, storing Goods and handling inbound and outbound Goods at the storage location.

Subcontractor: includes 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 of it.

2 NEGATION OF LIABILITY AS COMMON CARRIER

The Carrier is not a common carrier and will accept no liability as such. All goods are carried, and all storage and other services are performed by the Carrier subject only to these conditions and Carrier reserves the right to refuse the Carriage of Goods for any Person and the Carriage of any class of goods at its discretion.

3 CARRIER'S OBLIGATIONS

3.1 The Carrier undertakes to:

- (a) Exercise reasonable care in safeguarding and preserving the Goods and adhering to any specific handling instructions communicated by the Consignor.
- (b) Provide transportation services with a level of skill, care, and efficiency that aligns with the expectations of a competent Carriage service provider.
- (c) Maintain, at its own expense, all licenses required by applicable laws in connection with the Carriage.

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(d) Make reasonable efforts to deliver the Goods to the address designated by the Consignor and to effect delivery on the date and time requested by the Consignor (subject to compliance with all applicable laws, including Chain of Responsibility Law).

(e) When responsible for storing the Goods, account for all received Goods and employ suitable storage methods based on the nature of the Goods.

(f) Endeavor to follow the Consignor's reasonable and lawful instructions.

3.2 The Carrier does not provide a warranty or guarantee for specific collection or delivery times of Goods.

3.3 The Carrier does not administer pallet accounts. Pallets are the Consignor's responsibility and will not be subject to exchange.

3.4 To the extent permitted by the law, all conditions, guarantees, terms, and warranties that might otherwise be implied or imposed within these conditions are excluded. This exclusion encompasses conditions, guarantees, terms, or warranties of merchantability or satisfactory quality pertaining to the Carriage.

4 CONSIGNOR'S OBLIGATIONS

4.1 The Consignor must:

(a) ensure that the loading of the Goods onto the Carrier's vehicle will not cause the vehicle to exceed any dimension or mass limits under Chain of Responsibility Law;

(b) where the Goods are Dangerous Goods, provide written notice to the Carrier

(c) where the Goods require special treatment or handling, provide written notice to the Carrier of the special treatment required; and

(d) provide all documents, information and assistance necessary to allow the Carrier to comply with Law or the requirements of any Authority.

4.2 The consignor warrants that:

(a) The Goods are fit for Carriage and have been suitably packed for those purposes;

(b) The Consignor has the authority of all Persons owning or having any interest in the Goods to enter into this agreement on their behalf;

(c) The details of description, items, pallet space, quantity, weight, qualify, value and measurements supplied by the Consignor are correct;

(d) Where required by law, it has accurately completed and supplied a container weight declaration form;

- (e) There is a suitable practicable road and approach for the Carrier and the Carrier's vehicles to the place from which the Goods are to be removed/collected and the place to which the Goods are to be delivered;
- (f) The Consignor will be responsible for the loading and unloading of any Goods that consist of items of machinery for which a license to operate is required; and
- (g) The Person delivering any Goods to the Carrier for Carriage is authorized to sign this agreement for the Consignor and by such signature or by the signature of any other Person acting for or on behalf of the Consignor the Consignor accepts these conditions.

- 4.3** The Carrier relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Consignor, but does not admit their accuracy.
- 4.4** 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 in the future may have any interest in the Goods or any part of the Goods.
- 4.5** The Consignor will be responsible to provide written notice to the Carrier of the special treatment required where the Goods require special treatment or handling; and provide all documents, information and assistance necessary to allow the Carrier to comply with Law or the requirements of any Authority
- 4.6** The Consignor warrants that the Goods are not explosive, inflammable or otherwise dangerous and that their carriage by the Carrier will not give rise to any unusual danger or hazard. The Carrier may refuse to carry any goods which are or may become explosive, inflammable or dangerous.
- 4.7** Where the Carrier assists in loading or unloading of the Goods at premises other than the Carrier's premises, the Consignor warrants that all equipment provided by it is suitable for loading and unloading in a safe manner and the Consignor shall indemnify the Carrier against all claims and actions arising out of any injuries suffered by the Carrier and/or its employees, agents and subcontractors during such loading and/or unloading.

5 RIGHT TO SUBCONTRACT

The carrier at its discretion may subcontract on any terms the whole or any part of the carriage.

6 EXTENSION OF EXEMPTIONS TO SUBCONTRACTORS

- 6.1** The Consignor agrees 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 Consignment, against any person (other than the Company) by whom (whether as subcontractor, principal, employer, servant, agent or otherwise) the Services or any part thereof are provided which imposes or attempts to impose upon such person any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or willful act or default of the Company or others) in connection with the Consignment and if any such claim or allegation should nevertheless be made the Consignor undertakes to indemnify the Company and the person against whom such claim or allegation is made against the consequences thereof.

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- 6.2** The Consignor agrees to indemnify the Carrier against any claim or allegation made against it by any person in connection with any liability of that person for any loss of or damage to the Consignment occurring at any time during the provision of the Services
- 6.3** Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled under these conditions will also be available and will 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 Carriage or any part of it is undertaken; and
 - (d) All Persons who are or might be vicariously liable for the acts or omissions of any Person falling within clauses 6.3.(a), 6.3.(b) or 6.3.(c)
- 6.4** Without prejudice to the foregoing and for the purpose of the clause 6.3 the Company 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 and all such persons and each of them shall to this extent be or be deemed to be parties to this agreement.

7 LIABILITY OF CARRIER:

- 7.1** To the extent permitted by Law, the Carrier will not, under any circumstances, be liable (whether in contract, tort, bailment or otherwise), for any:
- (a) loss of the Goods;
 - (b) Damage to the Goods; or
 - (c) misdelivery, delay in delivery or non-delivery of the Goods,
- whether in the course of Carriage or otherwise, unless the loss, Damage, misdelivery, delay in delivery or non-delivery was caused by the proven negligence or willful misconduct of the Carrier.
- 7.2** Any liability of the Carrier under clause 7.1 will be reduced proportionately to represent the extent to which the Consignor or any other person's negligent or wrongful acts or omissions caused the loss, Damage, misdelivery, delay in delivery or non-delivery of the Goods.
- 7.3** Notwithstanding any other provision of these conditions, to the extent permitted by Law, the Carrier will not be liable for any loss of or Damage to:
- (a) Goods caused by:
 - (i) a Force Majeure Event;

(ii) the Carrier following the Consignor's instructions;

(iii) the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;

(iv) vibration, road conditions, weather or weather events of any kind whatsoever, including stone, rain, hail or storm Damage;

(v) the Goods being inherently defective or in such a condition that the Carriage cannot be performed without Damage;

(vi) a decline in value, or loss of value as a result of the Goods becoming past their 'use by' or expiry date;

(vii) the inherent vice or the nature of the Goods; or

(viii) insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary incidents of Carriage;

(b) Goods where such loss or damage comprises mechanical, electrical or electronic breakdown, derangement, or malfunction of the Goods;

(c) Excluded Goods; or

(d) Plants.

7.4 Notwithstanding any other provision of these conditions, to the extent permitted by Law, the Carrier will not be liable, under any circumstances, for Consequential Loss.

7.5 Notwithstanding any other provision of these conditions, to the extent permitted by Law, the Carrier's liability arising from any:

(a) loss of Goods or Damage to Goods; or

(b) misdelivery, delay in delivery or non-delivery of Goods,

is limited to the sum of \$2,000 for each incident.

7.6 For the purposes of this clause, 'incident' means any event which results in loss of or Damage to Goods or misdelivery, delay in delivery or non-delivery of Goods and all claims that result from the one original cause will be considered, for the purpose of this subclause, to have arisen from the same incident.

7.7 The limitation of liability set out in clause 7.5 does not apply to the extent that any loss of or Damage to Goods is caused by the Carrier engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct.

8 ROUTE AND DEVIATION

- 8.1** The Consignor hereby authorises any deviation from the usual route or manner of Carriage of Goods or place of Storage of the Consignment which may in the absolute discretion of the Carrier be deemed desirable or necessary in the circumstances.
- 8.2** If the Consignor expressly or impliedly instructs the Carrier to use, or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the Goods or a particular method of Carriage, the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier the Consignor authorizes the Carrier to handle or store or to carry or to have the Goods handled, store or carried by another method or methods.

9 INSPECTION

- 9.1** The Carrier: (a) is not obliged to carry out any inspection of the Goods; and (b) may inspect the Goods (including opening any Container) to determine the nature or condition of the Goods or for any other purpose which the Carrier considers reasonably necessary.
- 9.2** If, under Law, a Container must be opened to allow the Goods to be inspected, the Carrier will not be liable for any loss, Damage or delay incurred as a result of any opening, unpacking, inspection or repacking and the Consignor agrees to pay the Carrier's charge for the cost of any such opening, unpacking, inspection or repacking.
- 9.3** If the Consignor makes a claim that Goods have been Damaged or destroyed while in the custody of the Carrier, the Consignor must, on request, permit the Carrier to inspect those Goods.

10 DELIVERY

- 10.1** The Carrier is authorized to delivery the Goods at the address nominated to the Carrier by the Consignor for that purpose. The Carrier will be conclusively presumed to have delivered the goods in accordance with the agreement if at that address it obtains from any Person a receipt or signed delivery docket for the Goods.
- 10.2** If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Carrier or the Consignee otherwise fails to take delivery of the Goods the Carrier may at it is option deposit the Goods at the place (which will be conclusively presumed to be due delivery under this agreement) or store the Goods and if the Goods are stored by the Carrier the Consignor will 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 will be at liberty to redeliver them to the Consignor from the place of storage at the Consignor's expense.

11 DELAY IN LOADING OR UNLOADING

The Consignor will 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 accordance with its schedule of rates, in respect of any delay in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period will commence upon the Carrier reporting for loading or unloading.

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12 STORAGE

12.1 Where Goods are Stored by the Carrier at the request of the Consignor, the Consignor will provide:

- (a) an address to which notices will be sent;
- (b) samples of the signatures of persons entitled to collect the Goods; and
- (c) an inventory of the Goods to be Stored.

12.2 The Carrier may remove the Goods from a place of Storage to another place of Storage in the same city at its discretion and will provide notice to the Consignor of any such removal.

12.3 Storage charges do not include removing, packing, unpacking, inspecting, stowing, restoring or delivering.

12.4 The Consignor must give 48 hours' notice to the Carrier of its intention to remove Goods from Storage.

12.5 The Carrier will not be obliged to allow an inspection of the Goods or to deliver up any Goods in Storage:

- (a) to any person other than the Consignor or a person authorised in writing by the Consignor; or
- (b) in circumstances where any amount is due by the Consignor to the Carrier on any account whatsoever.

12.6 The Consignor will remove its Goods from Storage within seven days of receipt of written notice from the Carrier.

13 INSURANCE

If the Carrier Stores Goods pursuant to clause 12, the Consignor must:

- (a) effect and maintain an insurance policy in its own name that covers loss of or Damage to the Goods whilst the Carrier is storing those Goods with that insurance policy to include a waiver of subrogation with respect to the Carrier; and
- (b) provide a certificate of currency in respect of the policy referred to in clause 13(a), within seven days of receiving a request from the Carrier.

14 DEFAULT AND CONSEQUENCES OF DEFAULT

The Carrier is authorized to delivery the Goods at the address nominated to the Carrier by the Consignor for that purpose. The Carrier will be conclusively presumed to have delivered the goods Without prejudice to any other remedies the Carrier may have, if at any time the Consignor is in

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material breach of any obligation under any agreement incorporating these conditions (including those relating to payment), the Carrier may suspend or terminate the supply of Carriage to the Consignor.

15 LIEN

15.1 The Goods are accepted subject to a general lien for all charges due or that may become due to the Carrier by the Consignor on any account whatsoever, whether in respect of the Goods or in respect of any other goods for which the Carrier provides or has provided services of Carriage.

15.2 Without prejudice to any other rights the Carrier may have under Law, if charges remain unpaid for more than fourteen (14) days after they become due, or the Goods are not collected when required or designated, the Carrier may:

- (a) remove all or any of the Goods and Store them as the Carrier, acting reasonably, thinks fit at the Consignor's risk and expense; or
- (b) without notice and immediately in the case of perishable Goods, or otherwise on the provision of fourteen (14) days' notice, open and sell all or any of the Goods as the Carrier thinks fit (whether by private treaty or public auction, including auction on an internet based platform) and apply the proceeds to discharge the lien and costs of sale and pay any balance to the Consignor.

15.3 The parties agree that the lien arising under these conditions:

- (a) attaches to the Goods when the Goods are accepted by the Carrier for Carriage; and
- (b) is a security interest.

15.4 On request by the Carrier, the Consignor must promptly do anything for the purposes of ensuring that any security interest created under, or provided for by, these conditions is enforceable, perfected (including perfection by registration), maintained and is otherwise effective.

15.5 The parties agree that, to the extent permitted by the PPSA:

- (a) sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply (unless the Consignor is otherwise notified in writing by the Carrier); and Conditions of Carriage – Business Customers
- (b) any right to receive a notice, statement or verification statement under sections 129, 130, 132, 134, 135 or 157 of the PPSA is waived.

15.6 Terms used in this clause have the same meaning as under the PPSA.

16 CARRIER'S CHARGES

16.1 The Carrier's charges will be deemed fully earned on receipt of the Goods by the Carrier and are non-refundable in any event.

16.2 Any special instruction given by the Consignor to the effect that charges will be paid by the Consignee or any other third party will be deemed to include a stipulation that if the Consignee or third party does not pay the charges within seven days of the date of delivery or attempted delivery of the Goods the Consignor will pay such charges.

16.3 Where the Carrier stores Goods for the Consignor, the Consignor must:

- (a) Pay the Carrier's expenses and charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any market, harbour, dock, railway, shipping, customs, excise or warehouse authority, or other Person'
- (b) If any Goods are under Customs control, pay all Customs duty, excise duty and costs (including any fine or penalty) that the Carrier becomes liable to pay or pays;
- (c) Supply or pay for labour or machinery or both to load or unload the Goods;
- (d) Compensate the Carrier for any cost, expense or loss to the Carrier's property or any Person caused by the Goods;
- (e) If the Goods are at any time re-quantified, re-weighted or re-measured, pay any proportional additional charges.
- (f) The Consignor is liable to pay to Coolways Transport Pty Ltd any additional unforeseen costs, such as but not limited to demurrage (chargeable if delays occur in blocks of 15 min intervals), warehousing, subcontractor payments or third-party costs, cross docking charges, or any penalties for authorised loads that are over weight limits, delivery of the Goods perishing in transit, any additional charges for Transporting Goods on or through a Public Holiday, and extra kilometres incurred above the most direct route, due to unforeseen instance (such as road closures, flooding, storm damage). Please refer to Rate agreement on Additional Charges.
- (g) The carrying out of the Transport for a Consignor does not entitle the Consignor to sole cartage by Coolways Transport Pty Ltd or use of any trailer used or engaged by Coolways Transport Pty Ltd. Coolways Transport Pty Ltd reserves the right to Transport other Goods for other Customers if space prevails at Coolways Transport Pty Ltd sole discretion

17 LOADS AND WEIGHTS

17.1 All legal load weights must be strictly adhered to. For full loads, Goods weights must be supplied to ensure compliance. For any over loading by Consignor, including Containers collected or delivered over legal weights, the Consignor shall be liable for the full costs incurred for any charges, penalties, or unpacking or storage charges, including any further charges incurred by Coolways Transport Pty Ltd by delivery or collection of Goods on behalf of the Consignor.

17.2 The Consignor agrees and acknowledges that a standard pallet size of Goods is a pallet 1.2M x 1.2M; containing goods that is a maximum height of 2.4 meters and / or no more than 1 tonne in total, including pallet weight. A standard pallet size estimate is 40kgs. If a pallet is deemed to be over standard size either in height or weight the consignment will be charged an additional pallet Fee, and may include charges for downstacking/restacking.

17.3 Notification of any accident or incident on site must be communicated immediately with Coolways Transport Pty Ltd's management team no later than within 24 hours of the Consignor becoming aware of such accident or incident.

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- 17.4** It is the responsibility of the Consignor to provide training for on-site procedures and inductions at any delivery point.
- 17.5** Any Work Health & Safety (WHS) issues at any delivery point will be discussed for further negotiation with the objective to providing a safe working environment to all. The Customer must co-operation with Coolways Transport Pty Ltd in relation to any WHS issues.

18 CHAIN OF RESPONSIBILITY

- 18.1** All drivers engaged by, and Coolways Transport Pty Ltd are or may be bound by Chain of Responsibility statutory obligations. While Coolways Transport Pty Ltd will endeavor to meet required time slots or delivery objectives Coolways Transport Pty Ltd supports in full driver fatigue initiatives and Coolways Transport Pty Ltd will not be liable for any missed delivery or Transport slots due to unforeseen fatigue issues or in complying with any Chain of Responsibility obligations.
- 18.2** The Consignor will comply with any and all Chain of Responsibility obligations it may be subject to or will provide to Coolways Transport Pty Ltd any and all information, document and evidence of compliance with Chain of Responsibility at the request of Coolways Transport Pty Ltd within 14 days of such request.

19 FORCE MAJEURE

- 19.1** The Carrier will not be liable for any failure or delay in performance of the Carriage to the extent that such failure or delay is due to a Force Majeure Event affecting the Carrier
- 19.2** The Carrier may charge an additional sum in accordance with its schedule of rates if, as a result of a Force Majeure Event causing road closures, it is necessary to re-direct the Carrier's vehicles via an alternative route.
- 19.3** If a Force Majeure Event causes the delay or non-performance of the Carrier's obligations for 30 days or more, either party may, by notice in writing, immediately terminate any agreement incorporating these conditions.

20 NOTIFICATION OF CLAIM

- 20.1** Notwithstanding any other provision of these conditions (other than clause 21), to the extent permitted by Law, the Carrier will be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to the Carrier:
- (a) in the case of Goods allegedly Damaged in the course of loading, unloading or in transit, within 2 hours of delivery perishable goods and within 4 hours of delivery non-perishable goods
 - (b) in the case of Goods allegedly lost in transit, within 14 days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected;
or
 - (c) in the case of Goods allegedly lost or damaged during Storage, within 14 days of the date of removal or attempted removal of the Goods from Storage.

- 20.2** The Consignor acknowledges that the purpose of clause 19.1 is to allow the Carrier an opportunity to promptly investigate the cause of any loss or Damage. Clause 19.1 will not apply if the Consignor

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has a reasonable excuse for its failure to give written notice as required by that clause (having regard to the extent of any delay in giving that notice).

21 APPLICABLE LEGISLATION

- 21.1** Notwithstanding anything contained in these conditions, the Carrier will continue to be subject to any terms, conditions, guarantees or warranties imposed or implied by the Competition and Consumer Act 2010 (Cth) or any other Commonwealth or state legislation but only in so far as such legislation applies and prevents the exclusion or modification of any such term, condition, guarantee or warranty.
- 21.2** The Carrier, Consignor and consignee must comply with all Law, including Chain of Responsibility Law.
- 21.3** The Consignor must not impose any requirement on the Carrier that would directly or indirectly encourage or require the Carrier or any person on behalf of the Carrier to speed, drive while fatigued or otherwise perform the Carriage in an unsafe manner or in breach of Law.

22 ENTIRE AGREEMENT

- 22.1** The entire agreement between the parties is contained in these conditions and there are no other understandings, representations or agreements between the parties that are not set out in these conditions.
- 22.2** The Consignor acknowledges and agrees that these conditions set out the sole basis upon which the Carrier will provide Carriage to the Consignor. The supply or provision by the Consignor of any document setting out other, or alternative, terms will be of no legal effect and will not constitute a variation of these conditions or amount to a new contract or be part of these conditions.
- 22.3** The Carrier will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Carrier by an authorised officer of the Carrier.

23 GENERAL

- 23.1** This agreement will be construed in accordance with the law in force in New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and courts entitled to hear appeals from those courts.
- 23.2** The failure of a party to take action to enforce its rights under any agreement incorporating these conditions or the granting of any time or indulgence will not be construed as a waiver of the provision nor as a waiver of the right of the party at a later time to enforce its rights under any agreement incorporating these conditions.
- 23.3** Where the Consignor comprises two or more persons, an agreement or obligation to be performed or observed by the Consignor binds those persons jointly and severally.

23.4 If any provision of these conditions is invalid, illegal or unenforceable, that provision will, to the extent that it is invalid, illegal or unenforceable, be treated as severed from this agreement, without affecting the validity and enforceability of the remaining provisions.

Details of the Consignor:

Company Name: _____

ABN _____

The Consignor agrees that all Carriage of Goods by the Carrier on behalf of the Consignor will be on the conditions contained this document, unless otherwise agreed in writing by the Carrier.

..... (Signature)

..... (Name)

..... (Position)

____/____/20__