

Please read 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:

- Our services are priced based on the exclusions and limitations set out in these conditions.
- The goods are at your risk. To the extent permitted by law, we will not be liable for any loss of or damage to goods, unless you prove that the loss or damage was caused by our 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 6.
- The effect of these provisions is that, even if you do prove we have been negligent, you may not be able to recover the full value of any lost or damaged goods. Because of this, you should take out your own insurance cover over the goods.
- We are not liable for loss of or damage to goods in storage. If we store goods for you, you must take out a policy of insurance over those goods (see clause 9).

CONDITIONS OF CARRIAGE – FREIGHTRITE TRANSPORT

1. DEFINITIONS

1.1 The meanings of the terms used in these conditions are set out below.

Term	Meaning
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 transporting, loading, unloading, packing, handling, unpacking and Storage of the Goods, towing a trailer and the provision of any advice
Carrier	Freightrite Transport Pty Ltd (ACN 092 605 135) trading under its own name, under the business name 'Freightrite Transport a Division of Land Transport' or under any other business name and its officers, employees, agents and Subcontractors
Chain of Responsibility Law	the Heavy Vehicle National Law as enacted in any Australian state, the <i>Road Traffic (Administration) Act 2008 (WA)</i> and the <i>Road Traffic (Vehicles) Act 2012 (WA)</i> and any other state, territory or Commonwealth legislation dealing with the obligations of parties involved in road transport activities, such as consignors, transport operators, loaders, drivers and schedulers
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; loss of profit, revenue or anticipated revenue; liquidated damages; loss of bargain, contract, expectation or opportunity; 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
Consignor	the Person at whose request or on whose behalf the Carrier provides Carriage
Container	includes any container, trailer, wagon, transportable tank, pallet, flat rack or any other unit or device used to consolidate Goods
Damage	includes deterioration, evaporation and contamination

Term	Meaning
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 damage any property whatsoever
Goods	the property accepted by the Carrier from, or on behalf of, the Consignor for Carriage and includes any Container or packaging supplied by or on behalf of the Consignor
Law	includes applicable statutes, regulations, proclamations, orders, bylaws, requirements and approvals
Person	includes a corporation, company, partnership or any other entity
PPSA	<i>Personal Property Securities Act 2009 (Cth)</i>
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

1.2 Terms used in these conditions have the same meaning as under the PPSA.

1.3 A reference in these conditions to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations.

2. NEGATION OF LIABILITY AS A 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 the 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 will:

- (a) take reasonable care to protect and safeguard the Goods;
- (b) provide the Carriage exercising the degree of skill, care and efficiency that would be expected from a competent service provider experienced in providing Carriage;
- (c) obtain and maintain at its own expense all proper and necessary licences as may be required by Law in connection with the provision of the Carriage;
- (d) use reasonable endeavours to deliver the Goods to the address nominated by the Consignor and to effect delivery at the date and time requested by the Consignor (subject to compliance with all applicable Law, including Chain of Responsibility Law); and

- (e) use reasonable endeavours to comply with the Consignor's reasonable and lawful directions.
- 3.2 To the extent permitted by law, all conditions, guarantees, terms and warranties which would otherwise be implied into these conditions are excluded. Without limitation, this exclusion applies to any implied conditions, guarantees, terms or warranties of merchantability or of satisfactory quality applying to the Carriage.

4. CONSIGNOR'S WARRANTIES AND INDEMNITIES

4.1 The Consignor warrants that:

- (a) the Goods are fit for Carriage and have been suitably packaged for those purposes;
- (b) the Consignor has the authority of all Persons owning or having any interest in the Goods to accept these conditions on their behalf;
- (c) the details of description, items, pallet space, quantity, weight, volume, quality, value and measurements supplied by the Consignor or any other party are correct;
- (d) 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 collected and the place to which the Goods are to be delivered;
- (e) any place from which any Goods are to be collected or to which any Goods are to be delivered will have safe and adequate loading facilities and equipment available;
- (f) Carriage is supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Consignor;
- (g) where required by Law, it has accurately completed and supplied a container weight declaration form;
- (h) it has complied with all Law in relation to Carriage of the Goods; and
- (i) unless specifically declared in writing prior to Carriage, the Goods are not Dangerous Goods.

4.2 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.

4.3 The Carrier accepts no responsibility for collection of cash or other payments from any party.

4.4 The Consignor will indemnify the Carrier:

- (a) 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; and
- (b) against all losses (including Consequential Loss), damages, claims, fines, expenses, duty, tax, demands, actions and proceedings or any other liability suffered or incurred by, or made or instituted against, the Carrier as a result of:
 - (i) a breach of the Consignor's obligations under these conditions;
 - (ii) any material inaccuracies in Safety Data Sheets; or
 - (iii) any negligence, wilful misconduct or recklessness of the Consignor or the consignee.

5. SUBCONTRACTING

- 5.1 The Carrier at its discretion may subcontract on any terms the whole or any part of the Carriage.
- 5.2 The Consignor agrees that no claim or allegation may be made against any employee, agent, or Subcontractor of the Carrier that imposes or attempts to impose upon such Person any liability whatsoever arising out of or in any way connected with the Goods or the Carriage of them whether or not arising out of negligence or a wilful act or omission on the part of any of them, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences of any such claim or allegation.
- 5.3 Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled under these conditions will also be available to and will extend to protect:
- (a) all Subcontractors;
 - (b) every employee 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 5.3(a), 5.3(b) or 5.3(c).
- 5.4 For the purposes of clause 5.3 the Carrier is or will be deemed to be acting as agent or trustee on behalf of and for the benefit of all such Persons and all such Persons will to this extent be or be deemed to be parties to any agreement incorporating these conditions.

6. LIABILITY OF CARRIER

- 6.1 The Goods are at the risk of the Consignor. The Consignor acknowledges and agrees that neither the Carrier nor any employee, agent or Subcontractor of the Carrier nor any other Person who undertakes the Carriage of the Goods will, in any circumstances, (except where any statute otherwise requires) be under any liability whatsoever (whether in contract, tort, bailment or otherwise) for:
- (a) any loss of or Damage to the Goods, or
 - (b) misdelivery, delay in delivery or non-delivery of the Goods or any of them,
- whether in the course of Carriage or otherwise, unless the Consignor proves that such loss, Damage, misdelivery, delay in delivery or non-delivery was caused by the negligence or wilful default of the Carrier.
- 6.2 Any liability of the Carrier under clause 6.1 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, mis-delivery, delay in delivery or non-delivery of the Goods.
- 6.3 Notwithstanding any other provision of these conditions, the Carrier will not be liable, under any circumstances, for Consequential Loss.
- 6.4 Notwithstanding any other provision of these conditions, the Carrier will not be liable for:
- (a) any loss of or Damage to the Goods:
 - (i) caused by any circumstance referred to in clause 14;
 - (ii) caused by the Carrier following the Consignor's instructions;

- (iii) caused by the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;
 - (iv) caused by vibration, road conditions, weather or weather events of any kind whatsoever, including stone, rain, hail or storm Damage;
 - (v) caused by the Goods being inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without Damage;
 - (vi) caused by a decline in value, or loss of value as a result of the Goods becoming past their 'use by' or expiry date;
 - (vii) where such loss becomes apparent as the result of a stock count or stocktake;
 - (viii) where such loss or Damage comprises of mechanical, electrical or electronic breakdown, derangement, or malfunction of the Goods;
 - (ix) caused by the inherent vice or the nature of the Goods; or
 - (x) caused by insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary incidents of Carriage;
- (b) loss or damage suffered in connection with any delay in the delivery or collection of Goods; or
 - (c) any loss of or Damage to Goods where the loss of or Damage to the Goods occurs during Storage.

6.5 Notwithstanding any other provision of these conditions, the Carrier's liability (including for breach of any warranty, guarantee or any term implied by Law into these conditions) for:

- (a) any loss of or Damage to the Goods, or
 - (b) misdelivery, delay in delivery or non-delivery of the Goods or any of them,
- is limited, at the option of the Carrier, to:
- (c) supplying the services of Carriage that were supplied with respect to the lost, Damaged or mis/non-delivered Goods, again; or
 - (d) payment of the cost of having the services of Carriage that were supplied with respect to the lost, Damaged or mis/non-delivered Goods, supplied again.

7. ROUTE AND DEVIATION

- 7.1 The Consignor authorises any deviation from the usual route or manner of Carriage of Goods that may, in the reasonable opinion of the Carrier, be considered desirable or necessary in the circumstances.
- 7.2 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, whether by road, rail, sea or air, the Carrier will give priority to that method but if, in the Carrier's reasonable opinion, it cannot practicably or conveniently be adopted by the Carrier, the Consignor authorises the Carrier to handle, store or carry or to have the Goods handled, stored or carried by another method or methods.

8. DELIVERY

- 8.1 The Carrier is authorised to deliver 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 these conditions if, at that address, it obtains from any Person a receipt or signed delivery docket for the Goods.
- 8.2 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 will attempt to contact the Consignor to obtain alternative instructions for delivery. The Carrier may make an additional charge for following the alternative instructions.
- 8.3 If the Carrier is unable to obtain alternative instructions that the Carrier can reasonably and practicably carry out, the Carrier may at its option deposit the Goods at that place (which will be conclusively presumed to be due delivery under these conditions) or store the Goods. 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 and the Carrier will be at liberty to redeliver them to the Consignor from the place of Storage at the Consignor's expense.

9. STORAGE

- 9.1 Where Goods are stored by the Carrier at the request of the Consignor, the Consignor:
- (a) will provide an address to which notices will be sent, samples of the signatures of persons entitled to collect the Goods and an inventory of the Goods to be stored; and
 - (b) must effect and maintain an insurance policy in its own name that covers loss of or Damage to the Goods while the Goods are being stored and must provide a certificate of currency in respect of the policy within seven days of receiving a request from the Carrier.
- 9.2 The Carrier may remove the Goods from a place of Storage to another place of Storage at its discretion.
- 9.3 Storage charges do not include removing, packing, unpacking, stowing, restoring or delivering Goods.
- 9.4 The Consignor must give 48 hours' notice to the Carrier of its intention to remove Goods from Storage.
- 9.5 The Carrier will not be obliged to deliver any Goods:
- (a) except to the Consignor or to a person authorised in writing by the Consignor to receive the Goods; or
 - (b) where it has not received payment of all amounts due by the Consignor to the Carrier on any account whatsoever.
- 9.6 The Consignor will remove its Goods from Storage within seven days of receipt of written notice from the Carrier.
- 9.7 If any identifying document or mark is lost, damaged, destroyed or defaced, the Carrier may open any document, wrapping, package or other Container in which the Goods are placed or carried to inspect them, either to determine their nature or condition, or to determine their ownership.

10. GENERAL LIEN

- 10.1 The Goods are accepted subject to a general lien for all charges now 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.

- 10.2 Without prejudice to any other rights the Carrier may have under Law, if charges remain outstanding for more than 60 days, or the Goods are not collected within fourteen days of the date required or designated, the Carrier may, without notice, and immediately do any of the following:
- (a) remove all or any of the Goods and store them as the Carrier thinks fit at the Consignor's risk and expense;
 - (b) open and sell all or any of the Goods as the Carrier thinks fit (whether by private treaty or public auction) and apply the proceeds to discharge the lien and costs of sale without being liable to any Person for any loss or damage caused.
- 10.3 The parties agree that the lien attaches to Goods when the Goods are accepted by the Carrier for Carriage.
- 10.4 The Consignor agrees that the lien arising under these conditions is a security interest.
- 10.5 If the Carrier requests, then 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. Anything that is required by the Consignor to be done under this clause will be done by the Consignor at its own expense. The Consignor agrees to reimburse the costs of the Carrier in connection with any action taken by the Carrier under or in connection with this clause.
- 10.6 The parties agree that, to the extent permitted by the PPSA:
- (a) sections 125, 142 and 143 of the PPSA do not apply (unless the Consignor is otherwise notified in writing by the Carrier);
 - (b) any right to receive a notice or statement arising by virtue of sections 129, 130, 132, 134 and 135 of the PPSA is waived; and
 - (c) any right to receive a copy or any notice of any verification statement confirming registration of a financing statement or a financing change statement relating to any security interest under or provided for by these conditions is waived.

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. Labour to load or unload will be the responsibility and expense of the Consignor or consignee.

12. CARRIER'S CHARGES

- 12.1 The Carrier's charges will be deemed fully earned on receipt of the Goods by the Carrier and are non-refundable in any event. The Consignor agrees to pay all sums due to the Carrier without any deduction, counterclaim or set-off.
- 12.2 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.

12.3 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 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; and
- (d) if the Goods are at any time re-quantified, re-weighed or re-measured, pay any proportional additional charges.

12.4 The Carrier reserves the right to rescind all discounted quoted rates and recalculate outstanding charges at the current advertised schedule rates should accounts fail to be finalised within trading terms.

12.5 Where credit is granted to the party responsible for payment of the Carrier's charges, the Carrier operates on twenty-one (21) day terms from the date of any invoice.

13. DANGEROUS GOODS

13.1 If the Carrier accepts Dangerous Goods for Carriage:

- (a) such Goods must be accompanied by a full written declaration disclosing the nature of such Goods;
- (b) the Consignor must comply with all Law that deals with the Carriage of Dangerous Goods, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*; and
- (c) the Consignor warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature.

14. FORCE MAJEURE EVENT

The Carrier will not be liable for any failure to comply with these conditions if such failure is due, in whole or in part, to any cause whatsoever beyond its control including acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any other natural disaster, acts of war, acts of public enemies, epidemics, pandemics, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, cyber warfare, cyber attacks, ransomware attacks, sabotage and revolution, explosions and nuclear accidents, strikes, labour disputes and other industrial disturbances, any border closure, road closure or congestion of roads, any quarantine or customs restriction, any interruption of power supply or scarcity of fuel or any accident, collision or breakdown of a vehicle, machinery or equipment.

15. NOTIFICATION OF CLAIM

15.1 Notwithstanding any other provision of these conditions (other than clause 16), the Carrier will, in any event, 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 lost or Damaged in the course of loading, unloading or transit within thirty (30) 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

- (b) in the case of Goods allegedly lost or Damaged during Storage, within thirty (30) days of the date of removal or attempted removal of the Goods from Storage.
- 15.2 The Carrier will, in any event, be discharged from all liability whatsoever in respect of the Goods unless suit is brought:
- (a) in the case of Goods allegedly lost or Damaged in the course of loading, unloading or transit, within twelve months of their delivery or of the date on which they should have been delivered; or
 - (b) in the case of Goods allegedly lost or Damaged during Storage, within twelve months of the date of removal or attempted removal of the Goods from Storage.

16. APPLICABLE LEGISLATION

Notwithstanding anything contained in these conditions, the Carrier will continue to be subject to any implied terms, conditions, guarantees or warranties imposed by the *Competition and Consumer Act 2010* (Cth) or any other Commonwealth or state legislation but only in so far as such legislation may be applicable and prevents the exclusion or modification of any such term, condition, guarantee or warranty.

17. CHAIN OF RESPONSIBILITY LAW

- 17.1 The Carrier, Consignor and consignee must comply with all applicable Law, including Chain of Responsibility Law.
- 17.2 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.

18. ENTIRE AGREEMENT

- 18.1 These conditions represent the entire agreement between the parties and supersede all prior representations, agreements, statements and understandings between them.
- 18.2 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.
- 18.3 The Carrier may vary these conditions by providing the Consignor with reasonable notice in writing of any changes, either by emailing the amended conditions to the Consignor or by advising the Consignor as a notation on invoices sent to the Consignor.

19. GENERAL

- 19.1 These conditions will be construed in accordance with the laws in force in Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.
- 19.2 Headings are included for convenience only and do not affect interpretation of these conditions.
- 19.3 Words importing the singular include the plural and vice versa and words importing a gender include other genders.
- 19.4 Wherever 'includes' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)'.
- 19.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

- 19.6 Where the Consignor or consignee comprises two or more Persons an agreement or obligation to be performed or observed by the Consignor or consignee binds those Persons jointly and severally.
- 19.7 If any part of these conditions is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and these conditions will remain otherwise in full force.
- 19.8 The indemnities in these conditions survive the termination or expiration of any agreement that incorporates these conditions.

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