Account Holder Terms and Conditions

1. **In these terms and conditions:**
(a) "Carrier" shall mean the company the name of which is printed on the face of any agreement incorporating these terms and conditions of contract;
(b) "carriage" shall mean and include the whole of the operations and services undertaken by the Carrier in respect of the goods:
(c) "goods" shall mean cargo accepted from the Consignor together with any container, packaging or pallet supplied by or on behalf of the Consignor;
(d) "Sub-contractor" 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 of any part thereof.

2. THE CARRIER IS NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of goods from any person, corporation or company of the carriage or transport of any class of goods at its discretion. The carriage or transport of all goods and the storage and other services performed by the Carrier and done so only subject to these terms and conditions of contract.

3. (a) The Account Holder and their agent warrants that it has complied with all laws and regulations relating to the nature, condition, packaging, labeling 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 or arising out of the Consignor's failure to comply with each of these warranties.

(b) If any of the goods are subject to the control of any governmental, non-governmental or administrative authority all duties, excises and costs which the Carrier becomes liable to pay in respect of the goods shall be paid by the Account Holder.

(c) The Account Holder and their agent shall not tender for carriage any volatile spirits or explosive goods or goods which are or may become dangerous, inflammable or offensive (including radioactive materials) which are or may become liable to damage or injure any property or person without presenting a full description disclosing the nature of such goods in writing to the Carrier and in any event the Account Holder shall be liable for all loss, damage or injury caused thereby and if in the opinion of the Carrier the goods are or are liable to become dangerous, inflammable, explosive volatile, offensive or of a damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by the Carrier without compensation to the Account Holder and without prejudicing the Carrier's rights to any charges hereunder.

4. The Account Holder and their agent warrants that the person delivering the goods to the Carrier for carriage or forwarding is authorised to sign the consignment note for the Account Holder and the Account Holder and their agent warrants that in agreeing to the terms hereof he has the authority of the person or persons owning or having an interest in the goods or any part thereof and the Account Holder undertakes to indemnify the Carrier in respect of any liability whatsoever in respect of the goods to any person (other than the Account Holder) who claims to have or who has or may have hereafter any interest in the goods or any part thereof.

5. (a) The goods are accepted for carriage at the risk of the Account Holder and not the Carrier and unless expressly agreed in writing the Carrier shall not be responsible in tort or contract or otherwise for any loss or damage to or misdelivery, delay in delivery, concealed damage, deterioration, contamination, evaporation or non-delivery of goods held in its care, custody or control or any consequential loss arising there from howsoever caused. The provisions of the terms and conditions of contract shall apply to the container or containers or other packaging containing the goods and to any pallet or pallets delivered with the goods to the Carrier. The Account Holder shall be responsible for the conformity of such containers, packaging and pallets with any requirements of the Account Holder and shall be liable for any expense incurred by the Carrier arising from any failures so to conform.

(b) In the event of this contract of carriage including any handling, installation, removal, assembly or erection of any kind whatsoever the same is undertaken on the strict basis that the Carrier accepts no liability for any loss, damage or injury of any kind whatsoever, however arising or incurred or occurring during any part of the carriage. This disclaimer extends to include not only loss of or damage to itemised

equipment itself but loss, damage or injury to any person, property or thing damaged during the carriage and to include any loss consequently or otherwise arising from any loss, damage or injury afore said.

6. The Carrier's charges shall be considered fully earned as soon as the goods are loaded and dispatched from the Consignor's premises and shall be payable whether the goods are delivered to the Consignee or not and whether damaged or otherwise and shall in all circumstances be absolutely non-refundable.

7. Notwithstanding any other matter or thing the Carrier's charges shall be as per the Carrier's current published rate schedule provided that if the charges are paid on or before the due date the Carrier shall accept in full satisfaction of the charges payable the discounted amount quoted to the Account Holder.

8 When goods are tendered by the Account Holder or their agent with instructions for the Carrier to collect any freight charges from a third party, the Carrier shall not be bound by such instructions notwithstanding that the Carrier may accept the goods as tendered and perform other services of carriage, forwarding or storage in relation to those goods and in the event that the third party does not pay the said charges within seven (7) days of the date set for payment or, if no date for payment, within seven (7) days of delivery or tendered delivery of the goods, then the Account Holder agrees to pay the amount charged to the third party within seven (7) days of demand from the Carrier. The Carrier may charge freight by weight, measurement or value and may at any time reweigh, revalue or remeasure or require the goods to be reweighed, revalued or re-measured and charged proportional additional freight accordingly.

9. These conditions shall be governed and construed in accordance with the laws of the State in which the agreement is issued. Any proceedings against the Carrier shall be brought in that State and not elsewhere within 6 months from the date of contract.

10. If the Carrier is liable for damage to 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 the agreement is issued within seven (7) days after delivery was effected or would in the ordinary course of business have been effected.

11. The Account Holder will be and remains responsible to the Carrier for all its proper charges incurred for any reason. An additional charge may be made by the Carrier in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of the Carrier and in the event that the Consignee of the goods is not in attendance at the address given in normal hours when delivery is attempted. Labor to load or unload goods shall be the responsibility and expense of the Account Holder.

12. The Carrier will deliver goods at intermediate points only by special arrangement and then provided facilities are available at all hours.

13. The Account Holder hereby authorises the Carrier to handle or to store or to carry or to have the goods carried by any means at the Carrier's absolute discretion.

14. The Account Holder hereby authorises 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.

15. (a) The Carrier and any sub-contractor shall be entitled to sub-contract on any terms the whole or any part of the carriage.

(b) The Account Holder undertakes that no claim or allegation shall be made whether by the Account Holder 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 sub-contractor, principal, employer, servant, agent or otherwise) the carriage or any part thereof is performed or undertaken which imposes or attempts to impose upon any such person any liability whatsoever in connection with the goods whether or not arising out of negligence on the part of such person and if such claim or allegation should nevertheless be made, to indemnify the Carrier and or the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing for the purpose of this clause the "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 and all such persons and each of them shall to this extent be or be deemed to be parties to this contract.

16. In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of the carriage of the goods the Carrier, in addition to acting for himself, is acting as agent of and trustee for each of his servants and also any other person or company with whom the Carrier may arrange for the carriage of the goods and the servants of such person or company so that his servants and such person or company and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and in so far as may be necessary to give effect to this clause the Carrier shall hold the benefit of these conditions for his servants and for any such person or company and his or its servants.

17. All the rights, immunities and limitations of liability in the terms and conditions of contract shall continue to have full force and effect in all circumstances and notwithstanding any breach of contract or of any conditions hereof by the Carrier.

18. It is hereby agreed that if any provision or part of any provision of this contract is unenforceable such unenforceability shall not affect any other part of such provision or any other provision hereof.

19. The Carrier shall have a lien on the goods and any documents relating thereto and on any other goods of the Account Holder in the possession of the Carrier or any documents relating thereto for all sums payable by the Account Holder to the Carrier and for that purpose shall have the right to sell any such goods by public auction or private treaty without notice to the Account Holder.

20. The Carrier is authorised 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 at that address he obtains from any person a receipt or signed delivery document for the goods. If the nominated place of delivery shall be unattended or if delivery cannot otherwise be effected by the Carrier the Carrier may at its option deposit the goods at that place (which shall be conclusively presumed to be due delivery hereunder) or store the goods and the Account Holder 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 of storage at the Account Holder’s expense.

21. In respect of contracts made in Queensland these conditions shall be read subject to the Carriage of Goods by Land (Carrier's Liability) Act, 1967 of that State but except where repugnant to the provisions of that Act shall continue to apply.

22. The Account Holder authorises the Carrier (if the Carrier shall think fit it so to do) to contract either in the Carrier's names as principal or as agent for the carriage of goods or for the leasing or using any container in which the goods may be placed or packed and to give any receipt for the goods or any container whether subject to any terms and conditions or not and any such contract will be made upon the terms and subject to the conditions of any Bill of Lading, or other forms or terms of contract of carriage whether by sea, rail, road or air or any lease arrangement and handover agreement, receipt or any other document as the case may be and entirely at the expense of the Account Holder.

23. Notwithstanding anything herein contained the terms and conditions of contract shall be subject to any implied, conditions or warranties imposed by The Competition & Consumer Act 2010 (As amended) or any other Commonwealth or State legislation in so far as such may be applicable and prevents whether expressly or impliedly the exclusion or modification of any such term, condition or warranty.

24. The Account Holder acknowledges that he is aware that the Carrier is not an insurer of goods and that the Carrier does not effect insurance on their behalf and that he should arrange for himself any insurances he may require in relation to the performances of this contract and to all goods entrusted or carried or handled or stored by the Carrier.

ACCEPTED (Signature)……..…… NAME ……..DATE …….