

TERMS AND CONDITIONS

NEGATION OF LIABILITY AS A COMMON CARRIER

1. The carrier is not a common carrier and will accept no liability as such. All goods are carried or transported 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 or transport of goods for any person, corporation or company and the carriage or transport of any class of goods at his discretion.

RIGHT TO SUB-CONTRACT

2. (1) The carrier and any sub-contractor shall be entitled to sub-contract on any terms the whole or any part of the carriage.

(2) 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 sub-contractor, principal, employer, servant, agent or otherwise) the carriage of 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 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 the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing and for the purpose of the 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.

EXTENSION OF EXEMPTIONS TO SUB-CONTRACTORS

3. Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense 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 sub-contractors;
- (b) every servant or agent of the carrier or of a sub-contractor;
- (c) every other person (other than the carrier) by whom the carriage or any part thereof is performed or undertaken;
- (d) all persons who are or might be vicariously liable for the act or omissions of any person falling within (a), (b) or (c) hereof and for the purposes 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.

HANDLING OF GOODS

4. 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 it cannot conveniently be adopted by the carrier, the consignor hereby authorises the carrier to handle or store or to carry or to have the goods carried by another method or methods.

AUTHORISATION OF DEVIATION FROM USUAL ROUTE

5. The consignor 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.

DELIVERY

6. (1) The carrier is authorised to deliver the goods at the address nominated to the carrier by the consignor for that purposes 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 docket for the goods.

(2) If the nominated place of delivery should 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 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 of storage at the consignor's expense.

DELAY IN LOADING OR UNLOADING

7. 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 respect of any delay in excess of thirty (30) 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 or unloading. Labour to load or unload goods shall be the responsibility and expense of the consignor or consignee.

CARRIER'S CHARGES

8. The carrier's 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.

CARRIER'S LIEN

9. (1) The carrier shall have a lien on the goods and any documents relating thereto and on any other goods of the consignor in the possession of the carrier or any documents relating thereto for all sums payable by the consignor 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 consignor.

(2) No claims levied against the carrier will be considered unless all freight charges have been paid in full.

DANGEROUS GOODS

10. (1) The consignor 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) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such goods and in any event shall be liable for all loss and damage caused thereby and if in the opinion of the carrier the goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by the carrier without compensation to the consignor and without prejudice to the carrier's right to any charges hereunder.

(2) The consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labeling or cartage 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.

PACKAGING REQUIREMENTS

11. It is agreed that the consignor shall be responsible for the conformity of any containers, packaging or pallets with any requirements of the consignee and for any expense incurred by the carrier arising from any failure to so conform.

ARIATION OF TERMS

12. It is agreed that no servant or agent of the carrier nor any other person has any power to waive or vary any of the terms hereof unless such waiver or variation is in writing signed by an executive officer of the carrier.

CLAIM FOR DAMAGE OR LOSS

13. 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 delivery was or ought to have been effected within seven (7) days.

14. Class "A" - Cover general merchandise against loss or damage caused by fire, flood, collision, derailment or overturning of the conveying vehicle, theft, pilferage and non-delivery. Excluding: Breakage, bending, denting, chipping, scratching, leakage, loss of contents, unless caused by the perils specified.