

CONDITIONS OF CONTRACT

1. Definitions:-
 "Carrier", means AUZ Country Carriers Pty Ltd and its servants and agents.
 "Sub-contractor" means:-
 - i. All Companies which are subsidiaries of AUZ Country Carriers Pty Ltd within the meaning of that expression as defined in Section 6 of the Companies' Act 1961.
 - ii. All companies which are members of the Forwarders' Division of the Australian Transport Federation and its affiliated Associations.
 - iii. Any other person, firm or company with whom the Carrier may arrange for the carriage of any goods the subject of this contract. And any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in (i), (ii), and (iii) above.
2. The Carrier is not a common carrier and will accept no liability as such, AND MAY REFUSE TO TRANSPORT GOODS FOR ANY PERSON, CORPORATION OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF ARTICLES AT ITS DISCRETION.
3. All articles are carried or transported and all storage and other services are performed by the Carrier subject only to these terms and conditions. The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Carrier by a Director or the Secretary of the Carrier.
4. The Consignor hereby authorises the Carrier (if it should think fit to do so) to arrange with a sub-contractor for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the Consignor upon the delivery of the said goods to such sub-contractor, who shall there upon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier. In so far as it may be necessary to ensure that such sub-contractor shall be so entitled the Carrier shall be deemed to enter into this contract for its own benefit and also as agent for the sub-contractor.
5. Subject to, and in accordance with these Conditions of Contract, where the Consignor agrees and authorizes the Carrier to on-forward to another Transport Company or in the case of International Freight, any such arrangements may be made upon the terms of contract used by the on-forwarding transport company or Global Forwarder whom the Carrier may contract for the Services and may be made upon the terms and subject to the conditions of any special contract which the on-forwarding transport company or Global Forwarder requires.
6. If the Consignor instructs the Carrier to use a particular method of carriage, whether by road, rail, sea or air, the Carrier will give priority to the method designated, but if that method cannot conveniently be adopted by the Carrier, the Carrier may have the goods transported by another method. Additionally, the Consignor shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may, in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.
7. The goods are and shall at all times be at the risk of the Consignor and of the owner thereof and the Carrier shall be under no liability whatsoever in respect of the goods or any part thereof to the Consignor or to the owner or to any other person.
 - (a) Unless otherwise expressly agreed in writing no responsibility in tort or contract or otherwise will be accepted by the Carrier for any loss or damage whether directly or indirectly caused, or injury to, or mis-delivery, failure to deliver, or delay in the delivery of goods or any part thereof, either in transit or in storage for any reason whatsoever.
 - (b) The provisions of sub-clause (a) shall apply irrespective of the manner in which, or the time, place or reason whereby any such loss, mis-delivery, non-delivery, damage or injury, or delay may have occurred. Notwithstanding the same may have arisen as a result of or as incidental to any negligence or any wilful act or omission or any misconduct on the part of the Carrier or any of its servants or agents and notwithstanding that the cause of such loss, non-delivery or mis-delivery of the goods or any part thereof or of any such damage or injury or any such delay may not be known to the Carrier.
8. The Carrier will effect insurance of goods as the Consignor's agents and at the Consignor's expense only when instructed in writing to do so. It is and remains the responsibility of the Consignor to state the amount of cover required and the class under which such cover is to apply. When such insurance is effected at the request of the Consignor the following exclusions will apply:
 - (a) All claims resultant from wear, tear, moths, vermin, damp, mildew or loss of market; loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.
 - (b) Gradual deterioration, rust and/or oxidation unless due to or consequent upon fire, collision, overturning or other accidents to the conveyance.
9. Whereby express agreement or operation of law the Carrier becomes responsible for damage to or loss of goods, no claim for such loss or damage will be allowed unless lodged in writing and must be given to the Carrier within three (3) days after the date of delivery or in the case of non-delivery within five (5) days after the party claiming became aware of the loss or injury AND unless so given and made, the claim shall not be enforceable against the Carrier. The failure to claim within the timeframe specified herein under this clause, is evidence of satisfactory performance by the Carrier in fulfilling its obligations.
10. The Carrier is authorised to deliver the goods at the address given to the Carrier by the Consignor for that purpose and it is expressly agreed that the Carrier shall be taken to have delivered the goods in accordance with that contract if at that address he obtains from any person a receipt or signed delivery docket for the goods.
11. In the event of the Consignee refusing to take delivery, or not being about to take delivery of the Goods, or the Goods being unable to be delivered for any other reason, the Carrier is authorized to at the Carrier's absolute discretion and at the Consignor's sole expense and risk and without liability to the Carrier, deal with the Goods as the Carrier thinks fit including storing or disposing of the Goods or returning them to the Consignor or the person entitled to collect the Goods.
12. The Carrier's charges shall be considered earned as soon as the goods are loaded and despatched.
13. 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 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 the vehicle shall be the responsibility and the expense of the Consignor or Consignee.
14. If any charges are not paid on the date for payment, the Carrier reserves the right to charge interest on the unpaid charges at a rate of 4% higher than the prevailing rate under the Penalty Interest Rates Act 1983.
15. If any person fails to pay charges due to the Carrier in respect of any services rendered by the Carrier on reasonable demand being made in accordance with this contract, the Carrier may detain and sell all or any of the goods of that person which are in its possession and out of the monies arising from the sale retain charges so payable and all charges and expenses of the detention and sale and shall render the surplus, if any, of the monies arising from the sale of and such of the goods as remain unsold to the person entitled thereto. Any such sale shall not prejudice or affect charges due or payable in respect of such service of the said detention and sale.
16. The Consignor warrants they will fully and adequately describe the Goods, their nature, weight and measurements and complied with all applicable laws and regulations (including the Australian code for the Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description (on this contract or separately), labelling, transport and packaging of the Goods and given their nature the Goods are packed in a proper way to withstand the ordinary risks of Transport.
17. The Consignor or his authorised agent shall not tender for carriage any explosive, inflammable or otherwise, dangerous or damaging goods without presenting the full description of those goods and in default of so doing, shall be liable for all loss and damage caused thereby.
18. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding is authorised to sign this consignment note for the Consignor.
19. If any contract or 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 in order to inspect them to try to determine their ownership and destination as well as their nature or condition.
20. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract. By entering into this contract the Consignor accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Consignor is acting.
21. Without derogating from clause 7, the Carrier shall not be liable for any loss of market, loss of use or consequential loss, concealed damage or damage caused by inherent vice or nature of the goods or merchandise carried (including perishable goods or sensitive freight) either in transit or in storage, whether caused by the negligence or wrongful act or default of the Carrier or by any other cause whatsoever.
22. These conditions are governed and must be construed under the laws of the State of Victoria and any proceedings against the Carrier must be brought in that State within 9 months from the delivery of the Goods (or from when they should have been delivered).