

## Terms & Conditions

- 1 (a) Pacific Transport (hereinafter referred to as "The Carrier" which expression shall include unless the context otherwise requires its servants agents and subcontractors) IS NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse carriage or transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its discretion.
- 1 (b) Sub Contractor shall mean and include:-
  - 1 (b) (i) All companies which are subsidiaries of Pacific Transport within the meaning of that expressions as defined in section 6 of the Companies Act 1961.
  - 1 (b) (ii) Railways operated by the Commonwealth or any State.
  - 1 (b) (iii) All companies which are members of the Forwarders' Division of the Australian Road Transport Federation and its Affiliated Associations.
  - 1 (b) (iv) 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 1 (b) (iv) who is now or hereafter a servant, agent, employee or subcontractor of any of the persons referred to in (i), (ii), (iii) and (iv) above.
- 2 (a) The consignor warrants that the goods comply with the requirements of any applicable law relating to the nature, conditions and packaging of the goods and the expenses and charges of the carrier in complying with the provisions of any such law or with and order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs, warehouse or any other authority or Company shall be paid by the Consignor.
- 2 (b) If any of the goods are subject to the control of the Customs then the Consignor herein agrees to hold the carrier harmless and indemnified in respect of all Customs duty, excise duty and cost which the Carrier becomes liable to pay in respect of such goods pursuant to any law relating to customs or excise.
- 3 The Carrier SHALL NOT BE UNDER ANY LIABILITY for any such loss or damage to or misdelivery, delay in delivery, concealed damage, non delivery of goods whether in transit or storage whether caused by negligence of The Carrier or by any other cause.
- 4 Freight shall be considered earned whether the goods are delivered to the Consignee or not and whether damaged or otherwise, under no circumstances will payment of freight be refunded.
- 5 Every special instruction to the effect that charges be paid to the Consignee shall be deemed to include a stipulation that if the Consignee does not pay any of the said charges within seven (7) days of the date set for payment or if no date has been set for payment, within seven (7) days of delivery or tendered delivery of the goods, then the Consignor shall pay the said charges.
- 6 The Carrier may charge freight by weight, measurement or value and may at any time re weigh, re measure or re measure or require the goods to be re weighed, re measured or re valued and charge proportional additional freight accordingly.
- 7 It is agreed that any person delivering the goods to the carrier is authorized to sign the Consignment Note for the consignor.
- 8 These conditions shall be governed and constructed in accordance with the laws of the State in which the Consignment Note is issued and any proceedings against The Carrier against The Carrier shall be brought in that State and not elsewhere.
- 9 Should the Consignee of the goods described hereon not be in attendance at the address during normal trading hours, when delivery is attempted an additional charge may be made at ruling rates for each call until delivery is accomplished.
- 10 The carrier shall deliver at intermediate points only by special arrangement and then provided facilities are available at all hours.
- 11 Goods may be forwarded by any means at The Carriers discretion.
- 12 The Carrier is hereby authorized to arrange for the carriage of goods by any independent contractor or sub contractor of the Carrier.
- 13 In respect of any clause herein which excludes or in any way limits the liability of The Carrier in respect of this carriage of goods, The Carrier in addition to acting for himself as acting as agent of and trustee for each of these servants and also any other person or company with whom The Carrier may arrange for the carriage of goods and the servants of such person or company so that his servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if 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.
- 14 It is specially agreed that all rights, immunities and limitations of liability granted to The Carrier by provisions set forth in the above conditions of carriage shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or of any conditions hereof by The Carrier.

- 15 The Consignor shall specifically declare and fully describe by writing in the space provided herein the name and the nature and the value of all goods subject to special rates of carriage, or of a noxious, dangerous, hazardous or inflammable nature or capable or causing damage or injury to any other goods, or to any persons or animals with which, or to any store, vessel, vehicle, wagon, van, aircraft or other conveyance of any kind whatsoever in which they may be loaded, carried, packed and stored, or which are liquid or partly liquid, and additional freight charges shall be paid on such goods if deemed necessary by The Carrier.
- 16 Packing in regard to goods which The Carrier has been requested by the consignor to pack and which are described on the face hereof The Carrier shall not be liable for any loss or damage whatsoever whether in the course of packing or in transit or otherwise or howsoever occasioned to the said goods or any of them.
- 17 The Carrier may and is hereby authorized by the Consignor to carry all goods or to have the carried by any method or route which The Carrier is his absolute discretion deems fit and notwithstanding any instructions verbal or otherwise of the Consignor that the goods are to be carried by another method or route.

#### Automatic Transit Indemnity (ATI)

- 1 The Carrier will indemnify the Chargee named on the front of this Consignment Note for loss or damage whilst in the care of PACIFIC TRANSPORT
- 2 Total limit of indemnity including GST -\$500.00
- 3 Cost of ATI per consignment - \$4.40 (Incl of GST)
- 4 Exceptions: All vehicles (on & off road), caravans, Trailers, Boats, Personal Effects
- 5 Notification of loss or damage must be received in writing no later than 48 hours after receipt of goods.
- 6 Proof of value of loss or damage must be by way of Tax Invoice from the supplier of goods.
- 7 On remuneration of \$500.00 or value of tax invoice from supplier, whichever is the lesser amount, damaged goods must be returned to PACIFIC TRANSPORT for disposal.