

## CONDITIONS OF CONTRACT

1. In these conditions-  
"Carrier" shall mean SKIPPERS TRANSPORT PTY LTD ABN 26 008 683 967 its servants and agents. "Sub-Contractor" shall mean and include-
  - i. All companies which are now subsidiaries of SKIPPERS TRANSPORT PTY LTD within the meaning of that expression defined in Section 6 of the Western Australian Companies Act, 1961/70.
  - ii. Railways operated by the Commonwealth or any State.
  - iii. Any other person, firm or company with whom the Carrier may arrange for the carriage of 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. All articles 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 ARTICLES FOR ANY PERSON CORPORATION OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY ARTICLES AT ITS DISCRETION.
3. 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 delivery of the said goods to such sub-contractor, who shall thereupon 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 trustee for the sub-contractor.
4. If the Company 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 Consignor shall be deemed to authorise him to carry or have the goods carried by another method or methods.
5. 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 to or deterioration of goods or misdelivery or failure to deliver or delay in delivery of goods including chilled, frozen, refrigerated or perishable goods either in transit or in storage for any reason whatsoever. 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 this contract if at that address he obtains from any person a receipt or signed delivery docket for the goods.
6. The Carrier will effect insurance of the goods as the Consignor's agents and at the Consignor's expense if the Consignor instructs the Carrier in writing to do so; and where the Consignor does not specify what class of insurance is to be effected the Carrier may effect the class of insurance which the Carrier considers to be most appropriate to the goods.  
Where such insurance is effected after written instructions from the Consignor, the insurance will exclude all claims resulting from wear, tear, moths, vermin, loss of market, consequential loss, loss of use or damage due to delay or inherent vice or nature of the subject matter, or such exclusions otherwise advised to the Carrier at the time the insurance is effected.
7. The Carrier's charges shall be considered earned as soon as the goods are loaded and despatched from the Consignor's premises.
8. The Consignor agrees that its covenant to pay the Carrier's charges is an independent covenant and in respect thereof the Consignor agrees that all rights of set-off whether at law or in equity whatsoever are hereby excluded.
9. 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 the vehicle shall be the responsibility and expense of the Consignor or Consignee.
10. If any person fails to pay charges due to the Carrier in respect of any service 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 his possession and out of moneys 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 moneys 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 or the said detention and sale.
11. The Consignor or his authorised agent shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods without presenting a full description of those goods and in default of so doing shall be liable for all loss and damage caused thereby.
12. 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.
13. 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 or cartage and 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.
14. Without derogating from Clause 5 above 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 chilled, frozen, refrigerated or perishable goods) either in transit or in storage whether caused by the negligence wrongful act or default of the Carrier or by any other cause whatsoever.
15. It is expressly agreed that all the rights, immunities and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of carrying shall continue to have their full force and effect in the circumstances and notwithstanding any breach of the Contract or of any condition hereof by the Carrier.
16. 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.
17. Where by express agreement or operation of law the Carrier becomes responsible for damage to goods. No claim for such damage will be allowed unless lodged in writing at an office of the Carrier in the State in which delivery was effected within seventy-two (72) hours after delivery was given.
18. 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.
19. In the event of the Supplier granting credit facilities to the Customer then the following terms shall apply-
  - i. That should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within SEVEN (7) days of the date of demand and the Supplier shall be entitled to charge interest at the rate of 15% per annum on all overdue accounts from the due date until the date of actual payment.
  - ii. Any expenses, disbursements incurred by the Supplier in recovering or attempting to recover any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer.

I/We Skippers Transport Pty Ltd (the Seller):-

- (a) making such enquiries as the Seller deems necessary including but not limited to obtaining reports from persons nominated as trade credit referees, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ("the Information Sources");
- (b) obtaining from the Information Sources such information as is required by the Seller;
- (c) disclosing the content of any report from an Information Source in whole or in part to any credit reporting agency for the purpose of allowing that credit reporting agency to create or add to any credit information file or data base in relation to me/us.

I/We acknowledge having received a copy of the Seller's Terms and Conditions of Contract - 1999 and agree that they will govern the supply of services to me/us to the exclusion of all other terms and conditions. I/We further acknowledge that the Seller's Terms and Conditions of Contract may be amended at any time by written notice to me/us.

I/We understand that services supplied to us must be paid within thirty (30) days from the month in which we are invoiced.