



Standard Terms and Conditions

1. This contract is between you and us, (FreightEx Pty Limited ABN 33 081 635 396)

This Contract states the terms on which we will supply services to you. This Contract will prevail over any other document that relates to those services. In this Contract, you are our customer, ie the person engaging our services. Usually (but not always) you are the person specified as the sender on the front of this Contract.

We are not a common carrier. We may refuse to handle, transport or store goods for you for any reason whatsoever.

The terms of this Contract cannot be waived or varied.

By goods we mean:

- Any goods accepted from you or on your behalf;
- Any other goods we pick up with those goods;
- Any packaging, pallets or containers we pick up with those goods.

By services we mean all services supplied to you in any capacity including as forwarding agent, forwarder, storer, carrier, or bailee.

We and any subcontractor may subcontract part or all of our obligations on any terms.

You agree that:

- Our employees, agents and subcontractors and their employees, agents and subcontractors have the benefit of this Contract (in particular clauses 4.2, 5 and 10) as if they were parties to it; and
- We hold that benefit on trust for them and can, if requested by them, enforce it on their behalf.

2. If you are a consumer

If you are a “consumer” as defined in the Trade Practices Act, this Contract does not affect any rights you may have as a result of that Act.



3. You must pay if no one else does

Our charges are based on the greater of the actual weight or volume of the goods.

For the purpose of calculating weight we round up to the next whole kilogram.

Our charges are earned as soon as we collect the goods from you, or from the address nominated by you.

You must pay the charges relating to the transport of goods unless the sender (where you are not also the sender) or the receiver pays them. If another person is nominated on the consignment note as paying the charges, you promise that the person will pay and if they do not, you must pay. We require payment within 9 days from date of invoice, unless otherwise arranged.

In addition to freight we will charge you for;

- Any additional expenses we incur as a result of any incorrect declaration by you of the weight, volume, description or packaging of the goods;
- Any storage charges or other charges or expenses we incur in relation to the goods.

We are entitled to retain and be paid all commissions, allowances and remuneration paid including those customarily paid by or to forwarding agents, shipping agents, forwarders, storers, carriers or bailees.

Unless stated to the contrary the charges contained in this Contract are exclusive of any Goods and Services Tax. If such tax is applicable to any of the services supplied under this Contract, you must pay the **tax in addition** to the charges and/or rates specified in this Contract.



4. Some of your promises

Your promises are important because if they are incorrect we may, for example be fined for unlawfully transporting the goods, or the goods may not be included under any contract of insurance taken out by you.

You promise us and the persons referred to in clause 1.7 that;

- You alone own the goods or if there are other owners you act as their agent and they agree to handling, transport and storage of the goods on the terms of this Contract;
- You will indemnify us as soon as we receive any written notice of claim in connection with this Contract or the handling, transport or storage of the goods from any person other than you (including the sender where you are not also the sender);
- You have completed the account form which comprises part of this Contract accurately.
- The goods are packed to withstand handling, transport and storage; you have complied with all laws in connection with the goods to ensure that they can be lawfully handled, transported and stored;
- You have not asked us to handle, transport or store the goods in any way that could be unlawful;
- You will not sue any person referred to in clause 1.7 for anything arising in connection with this Contract or the handling, transport or storage of the goods; and
- You owe a duty of care to any of the persons referred to in clause 1.7 whilst they are on your premises supplying services to you pursuant to the terms of this contract.



- You will indemnify us for any loss or damage caused to any person, including property damage, as a result of your breach of this Contract. It is agreed that the indemnities in this clause will operate irrespective of whether any loss or damage arises from a willful, deliberate or unauthorized act or omission by us or by any of the persons referred to in clause 1.7.

5. If goods are dangerous

Goods are “dangerous” if they are classified by either the Standards Australia International Global Standards for dangerous goods, Dangerous Goods Regulations or the Australian Dangerous Goods Codes for transport or any amendment thereto or if they might injure or damage people, property or the environment. They include goods that are may become poisonous, corrosive, volatile, explosive, flammable or radioactive.

You promise to tell us if the goods are dangerous and agree to give us a full and accurate description of them. Goods are subject to security inspections, which may include the use of x-ray equipment.

Whether or not you have told us that any goods are dangerous, or if any of the persons referred to in clause 1.7, consider on reasonable grounds that the goods may cause injury or damage, you agree that we or any of them can, at your cost do anything appropriate, including disposing of or destroying them. We will not be liable to you for any loss or damage you may incur by reason of our actions under this clause. You will always bare all risk of loss or damage to or arising in connection with, dangerous goods.



6. You give us authority to;

- Use any method for handling, transporting or storing the goods. We will give priority to any instructions given by you, but if such instructions cannot be followed, we will use another method;
- Deviate from any usual route of transport or place of storage;
- Claim a general or practical lien over the goods, and any documents relating to them, for outstanding payments relating to those goods or to other goods which have been, or are to be, handled, transported or stored on your behalf;
- Dispose of the goods if they remain unidentified for 30 days in accordance with our Disposals Policy at clause 11.
- Sell any goods held by us for outstanding payments by public auction or private sale without any notice to you;
- Open, inspect and take any action we consider necessary in relation to goods if we need to verify the condition or nature of the goods, their ownership or their destination or if we consider the goods to be unlawful or dangerous.
- Give any assistance required by law enforcement authorities in relation to the goods.

7. Delivery

We will attempt to deliver to the address nominated by you. Delivery is deemed to be effected when we receive a signed receipt or delivery docket confirming that the goods were received in good condition.

If that address is unattended, delivery is deemed to have occurred and we may leave the goods at that address unattended.

If the address of delivery is unattended and we elect to re-deliver goods to you, we **will** charge you for the cost of the re-delivery including any storage costs we may incur.

We will **not** in any circumstances deliver any goods to a post office box.



8. Notify promptly if you have a claim

If you believe we are liable to you, you must;

- Notify us immediately; and
- Send your written notice of claim to us within 14 days.

If we do not receive a written notice from you within that time, we will have no liability to you.

Notwithstanding your claim, you remain liable to pay our charges under this Contract.

We will have no liability to you, even if you give us a written notice within that time, if you do not commence legal proceedings against us within 6 months after the date of delivery.

9. All other liability to you

Services are supplied at your risk. You;

- a) Bare the risk of loss or damage to the goods, unless insured by you.
- b) Always bare all risk of loss or damage arising in connection with goods.

We and the persons referred to in clause 1.7 are not liable for any delay, loss, or damage arising from the supply of or failure to supply services (including any loss or deterioration in, mis-delivery of, failure to deliver, goods), for any reason whatsoever including our breach of Contract, negligence, breach of duty as bailee or willful act or default.

We and the persons referred to in clause 1.7 have the benefit of these exclusions and limitations of liability even if any loss or damage arises for any reason whatsoever including our breach of Contract, negligence breach of duty as bailee or willful act or default.

Clauses 9.1-9.3 also apply in respect of claims for consequential losses including loss of profits or opportunity.



10. Insurance

You may purchase insurance from us to insure the goods for the duration of the services provided to you by us whilst the goods are in our care. Any insurance purchased will be subject to the terms and conditions of the policy of insurance, notified thereon.

11. Disposal Policy

You agree that any goods not deliverable or accepted for delivery, having been transported on your behalf will be returned to you at your expense. Where we cannot return the goods to you or we have retained the goods pending payment, if you fail to collect those goods from us or accept delivery at your expense, we may dispose of those goods, at your expense after 30 days, in any manner in our absolute discretion, as we see fit. You agree that 30 days is a reasonable period and that we will retain any proceeds of sale.

12. Interest

You agree that you will pay interest on any overdue account from the due date until the date of actual payment at the prescribed rate for the relevant period pursuant to Section 100 of the *Civil Procedure Act* or any amendment thereto.

13. Overdue Fee

You acknowledge that in addition to any interest payable on overdue accounts, we will charge you an overdue fee of \$10.00 per fortnight plus GST for each account which remains outstanding, unless otherwise agreed.

You acknowledge that this represents a reasonable administration charge for the cost of recovering overdue accounts.



14. Privacy

You agree that we may use your personal information for our legitimate functions, including promotions. We will not disclose your personal information except as required to perform our functions or if required to do so by any other Commonwealth, state or territory law. We will only use third party information relating to the receiver for the purpose of delivering a particular consignment. Third party information will be stored as part of our record keeping process.

15 Jurisdiction

This contract is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.