

## CONDITIONS OF CARTAGE

1. **EFFLOG OPERATIONS PTY LTD** (A.C.N. 11 402 192) hereinafter referred to as “The Carrier” (which expression will include its servants, agents, sub-contractors and associated companies) **IS NOT A COMMON CARRIER** and will accept no liability as such. All goods are carried and other services performed shall be subject only to these conditions of carriage, transport and/or storage of any class of goods at its discretion.
2. The Sender authorizes the Carrier to arrange with any person, firm or company to undertake the carriage of goods hereby contracted for. In any such arrangement the Carrier shall be deemed to act as the agent of such person, firm or company which person, firm or company shall be entitled to benefit of these conditions to the same extent as the Carrier.
3. The Sender acknowledges and agree that neither the Carrier nor any person, sub-contractor, firm or company who carries the goods at any time pursuant to this consignment note shall in any circumstance (except where any statute otherwise requires) be under any liability whatever for any personal injury or loss or damage to or mis-delivery, delayed delivery of the goods or any of them whether in transit or in storage or otherwise nor for any consequential loss or injury of any kind whatever whether such personal injury, loss, damage, mis-delivery, delayed delivery, non-delivery or consequential loss or injury is caused by the negligence or wrongful act or default of the Carrier or its employees, agents or sub-contractors or by any cause whatever.
4. Insurance of goods will not be affected for the benefit of the Sender except upon his written instruction and then only at his expense.
5. The Sender or his authorized agent shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods without presenting a full description of these goods and in default of so doing shall be liable for all loss and damage caused thereby. The Sender warrants that he has complied with all laws and regulations relating to the nature, packaging, labelling, storage or carriage of the goods and that the goods are packed in a manner adequate to withstand the normal risks of carriage, transport and/or storage having regard to their nature and hereby indemnifies the company for any liability whatsoever as a result of or arising out of the Sender’s failure to comply with this warranty.
6. The Carrier’s charged shall be considered earned as soon as the goods are loaded and dispatched from the Sender’s premises or accepted for storage and shall be payable in any event.
7. The Carrier shall not be responsible for the return or de-hire of pallets. Pallet control shall remain the responsibility of the Sender and/or Receiver. The Carrier shall consider all pallets to be part of the consignment to be assessed at 50kg each.
8. The Carrier’s payment terms are 7 days.
9. The goods are accepted subject to a lien for all charges now due or which may hereafter become due to the Carrier by the Sender or any account whether in respect of the goods comprised herein or in respect of other goods for which the Carrier has provided carriage or any other service. If the lien is not satisfied the Carrier may store the goods at the risk and expense of the Sender in such place as the Carrier deems proper or open any package and sell such goods upon such terms as the Carrier deems fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for any loss or damage thereby caused.
10. The Sender shall be and remain responsible to the Carrier for all its proper charges incurred for any reason.
11. The Carrier may and is hereby expressly authorized by the Sender to carry all goods or to have them carried by any method as he is his absolute discretion deems fits and notwithstanding any instruction of the Sender that the goods are to be carried by another method.
12. A charge will be made by the Carrier in respect to any delay in excess of thirty minutes in loading or unloading other than from the default of the Carrier.
13. Notwithstanding anything herein contained, the Carrier shall continue to be subject to any warranty or condition implied into the Contract by the Trade Practices Act 1984 (as amended) and by any statute of any State or Territory of Australia, to the extent that such Act or statute may not be excluded. These conditions of Contract do not exclude, restrict or modify any condition, warranty or right of consumer or purchaser of services as the case may be or any liability of the Carrier implied into the Contract by law, to the extent that the same may not by law be excluded, restricted or modified.