

GKR TRANSPORT - TERMS AND CONDITIONS

1. In these terms and conditions:
 - 1.1. 'Carrier' shall mean G.K.R. Transport carrying on business in its own name and under any business name and its officers, servants, agents or subcontractors and their employees;
 - 1.2. 'Consignor' shall include any person who delivers goods to the Carrier for provision of services;
 - 1.3. 'Goods' shall mean the cargo accepted from the Consignor;
 - 1.4. 'Services', shall mean and include the whole of the operations and services undertaken by the Carrier in respect of the Goods including but not limited to cartage, transport and/or the storage of the Goods.
2. The Carrier is NOT A COMMON CARRIER and shall accept no liability as such. All Goods are carried, transported and/or stored and all services by the Carrier are subject only to these terms and conditions and the Carrier reserves the right to refuse the carriage, transport and/or storage of the Goods or any class of goods for any person or company at its sole discretion.
3. It is agreed that the person delivering the Goods to the Carrier is authorised to sign the documentation evidencing the contract on behalf of the Consignor.
4. The Consignor warrants that in agreeing to these terms, it is or has authority of the person or persons owning or having any interest in the Goods or any part thereof and the Consignor undertakes to indemnify the Carrier in respect of any liability whatsoever in respect of the Goods to any person (other than the Consignor) who claims to have, who has or may hereafter have, any interest in the Goods or any part thereof.
5. The Carrier and any subcontractor shall be entitled to subcontract on any terms the whole or any part of the services.
6. The Goods are at the risk of the Consignor and not the Carrier and the Carrier shall not be responsible in tort or contract or otherwise for any loss of 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 including without limiting the foregoing, the negligence or breach of contract or willful act or default of the Carrier or others and this clause shall apply to all such loss of or damage to or deterioration of Goods or misdelivery or failure to deliver or delay of delivery of Goods, whether or not the same occurs in the course of performance by or on behalf of the Carrier of the contract, or in events which are in the contemplation of the Carrier or the Consignor, or in events which are foreseeable by them, or in events which could constitute a fundamental breach of the contract or a breach of a fundamental term thereof.
7. The Consignor undertakes that no claim or allegation shall be made, whether by the Consignor or any other person who is or may hereafter be interested in the Goods against any person (other than G.K.R. Transport) by whom (whether as subcontractor, principal, employer, servant, agent or otherwise) the services of any part thereof are provided which imposes or attempts to impose upon such a person any liability whatsoever in connection with the Goods, whether or not arising out of negligence on the part of such person and if such claim or allegation should nevertheless be made to indemnify G.K.R. Transport and the person against whom such claim or allegation is made against the consequences thereof.
8. In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of the carriage of the Goods, the Carrier in addition to acting for himself is acting as agent of and trustee for each of his servants and also any other person or Carrier with whom it may arrange for the carriage of the Goods and the servants of such person or carrier so that his servants and such person or Carrier and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if insofar 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 Carrier and his or its servants.
9. All the rights, immunities and limitations and exclusions of liability in these conditions of carriage shall continue to have their full force and effect in all circumstances and notwithstanding any breach of contract or of any conditions hereof either by the Carrier or by any other person entitled to the benefit of such provisions.
10. The Consignor authorises the Carrier to adopt any method or methods of handling, carriage or storage of the Goods as the Carrier in its sole discretion may deem fit.
11. The Consignor hereby authorises any deviation from the usual route of carriage or place of storage of Goods which may in the absolute discretion of the Carrier be deemed desirable or necessary in the circumstances.
12. 12.1 The Carrier is presumed to have delivered the Goods in accordance with his contract once those Goods have been delivered at the address given by the Consignor and a signature on the delivery docket has been obtained from any person at that address.
12.2 If the designated place of delivery should be unattended or if delivery cannot otherwise be effected by the Carrier, the Carrier may at its option deposit the Goods at that place (which shall be conclusively presumed to be due delivery) or store the Goods and if the Goods are stored by the Carrier, the Consignor shall pay or indemnify the Carrier for all costs and expenses incurred in or about such storage. If the Goods are stored by the Carrier, the Carrier shall be liable to redeliver the Goods to the Consignor from the place of storage at the Consignor's expense.
13. The Consignor shall be and remain responsible to the Carrier for all 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. In relation to perishable Goods, the delay period shall commence upon the Carrier responding for unloading or loading. Labour to load or unload Goods shall be the responsibility and expense of the Consignor or Consignee.
14. The Carrier's charges shall be deemed fully earned as soon as the Goods are loaded and dispatched from the Consignor's premises or accepted for storage and shall be payable and not refundable in any event.
15. 15.1 The Carrier shall have a lien on the Goods and any documents relating thereto and on any other Goods of the Consignor in the possession of the Carrier or any documents relating thereto for all sums payable by the Consignor to the Carrier and for that purpose shall have the right to sell such Goods by public auction or private treaty without notice to the Consignor.
15.2 The Consignor shall not tender for carriage or storage any volatile spirits or explosive Goods or Goods which are or may become dangerous, inflammable or explosive (including radioactive materials) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such Goods prior to collection and in any event the Consignor shall be liable for all loss or damage caused thereby and if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless by the Carrier without compensation to the Consignor and without prejudice to the Carrier's rights to any charges hereunder.
15.3 The Consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labeling, storage or cartage of the Goods and that the Goods are packed in a manner adequate to withstand the ordinary risks of voyage and/or carriage having regard to their nature and hereby indemnifies the Carrier for any liability whatsoever as a result of or arising out of the Consignor's failure to comply with each of these warranties.
15.4 It is agreed that the Consignor shall be responsible for the conformity of any containers, packaging or pallets with any requirements of the Consignee and for the expense incurred by the Carrier arising from any failure to so conform.
16. It is agreed that no servant or agent of neither the Carrier nor any other person has power to waive or vary any of the terms hereof unless such waiver or variation is in writing and signed by an executive officer of G.K.R. Transport.
17. No claim in respect of loss or damage to the Goods may be made unless notice of the claim is made in writing to an Officer of the Carrier in the state in which delivery was or ought to have been effected within seven days after delivery was effected or would in the ordinary course of business have been effected or, if the Goods were placed in storage by the Carrier, within 7 days of the notification by the Carrier of any loss or damage to the Goods while in storage. The Carrier shall in any event be discharged from all liability whatsoever in respect of the Goods unless suit is brought within six (6) months of their delivery or from the date on which in the ordinary course of business delivery would have been effected.
18. All Goods received by the Carrier for cartage, forwarding or storage are accepted subject to the condition that the Carrier shall accept no responsibility for the collection of cash on delivery or any other payments on behalf of the Consignor or any other person. When the Goods are tendered by any person with the instructions for the Carrier to collect any such payments the Carrier shall not be bound by such instructions notwithstanding that the Carrier may accept the Goods as tendered and perform any other services of carriage, forwarding or storage in relation to those Goods.
19. It is agreed that if any provision or part of any provision of this contract is unenforceable, such unenforceability shall not affect any other part of such provision or this contract.
20. In respect of contracts made in Queensland and in any place where the Services or part thereof are subject to the Carriage of Goods by Land (Carrier's liability Act 1967) of that State, these terms and conditions shall continue in full force and effect except to the extent that they are or any part thereof is void by the operation of that Act.
21. The Consignor acknowledges that it is aware of and understands any applicable legislation relating to the disposal of uncollected Goods and confirms that its place or abode for the purposes of that legislation is set out on the documentation evidencing this contract.
22. Notwithstanding anything herein the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the Act is applicable to this contract and prevents the exclusion, restrictions or modifications of such warranties.

AUTOMATIC LOSS OR DAMAGE COVER In the event of a loss or damage to your goods whilst in, transit. In the event of a claim, you are covered for the full value of the goods listed on the consignment note up to a maximum of \$750.00 for general freight and \$375.00 for fragile freight.

INSURANCE ON GOODS (With a value in excess of \$750.00) It is strongly recommended that you confirm your insurance arrangements with your Broker/Insurer. Under our Terms And Conditions of Cartage, GKR Transport is not liable for loss or damage to goods in transit. (Subject to above loss/damage cover to the maximum of \$750.00)

AGREED:

NAME	SIGNATURE	POSITION	DATE
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