

## GKR TRANSPORT - TERMS AND CONDITIONS

- I. In these terms and conditions:
  - 1.1. 'Carrier' shall mean GKR Transport carrying on business in its own name and under any business name;
  - 1.2. 'Consignor' shall mean the person who engages the Carrier to provide the Services ;
  - 1.3. 'Dangerous Goods' shall mean Goods that are or may become noxious, dangerous, flammable, explosive (including radioactive materials) or may become liable to damage any property whatsoever or that may harbor or encourage vermin or other pests.
  - 1.4. 'Goods' shall mean the cargo accepted from the Consignor;
  - 1.5. 'Servants' means any employee, agent, subcontractor or other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform the Services.
  - 1.6. '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 loading, unloading, 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 at its sole discretion.
3. The Consignor warrants 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 to enter into this contract on their behalf.
5. The Consignor warrants that the Goods are fit for Carriage and have been suitably packed, that it has complied with all laws and regulations in relation to the carriage of the Goods and unless specifically declared in writing prior to carriage, the Goods are not Dangerous Goods.
6. The Carrier and any subcontractor shall be entitled to subcontract on any terms the whole or any part of the Services.
7. The Goods are at the risk of the Consignor and not the Carrier and the Carrier shall not be liable for any loss of or damage to, deterioration, evaporation or contamination of the Goods or mis-delivery, failure to deliver or delay in delivery of the Goods for any reason whatsoever including but not limited to the negligence of the Carrier or its Servants. The Carrier will be entitled to the benefit of this exclusion of liability even in circumstances that the loss or damage resulted from an act or omission done by the Carrier, or its Servants with the intent to cause damage or recklessly and with knowledge that damage would result.
8. To the maximum extent permitted by law, under no circumstances will the Carrier be liable for any loss whatsoever including any indirect, incidental, special, or consequential damages, including damages for loss of business, or other profits, whether or not caused by the negligence of the Carrier or its Servants.
9. The liability of the Carrier for breach of a guarantee implied by law and which cannot be excluded is limited at the Consignor's option to the supply of the Services again or the payment of the costs of having the Services supplied again.
10. 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 the Carrier) concerning or relating to the carriage of the Goods and or the provision of the Services. The Consignor undertakes that if any such claim or allegation should be made it will indemnify the Carrier against all consequences thereof.
11. Every exemption, limitation, condition and liberty contained within this contract and every exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier shall be available and shall extend to its Servants who shall be entitled to enforce the same against the Consignor. For the purpose of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of the Servants who shall to this extent be or be deemed to be party to the contract.
12. 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.
13. 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.
14. 14.1 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.  
14.2 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.
15. 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.
16. 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.
17. 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.
18. The Consignor shall not tender for carriage or storage any Dangerous Good 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.
19. 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 Consignors failure to comply with each of these warranties.
20. 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.
21. This contract represents the entire agreement of the parties with respect to its subject matter. No other agreement, warranty or representation, express or implied, had been given or made by the parties in respect to the carriage of the Goods. The parties agree the Carrier will not be bound by any agreement purporting to vary these terms and conditions unless such agreement is in writing and signed on behalf of the Carrier by an executive officer of the Carrier..
22. 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.
23. 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.
24. It is agreed that if any provision or part of any provision of this contract is invalid, illegal or unenforceable, it will be read down to the extent necessary to ensure that it is not invalid, illegal or unenforceable but if that is not possible, it will be severed from the contract and the other provisions of this contract will remain valid..
25. 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.
26. 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.
27. Notwithstanding anything herein the Carrier shall continue to be subject to any implied guarantees imposed by the Competition and Consumer Act 2010 (Cth) (as amended) if and to the extent that the Act is applicable to this contract and prevents the exclusion, restrictions or modifications of such guarantees.

**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, the Carrier is not liable for loss or damage to goods in transit. (Subject to above loss/damage cover to the maximum of \$750.00)