
STANDARD TRADING CONDITIONS
FOR TRANSPORT AND WAREHOUSING SERVICES WITHIN AUSTRALIA

1.1 DEFINITIONS

In these conditions:

- a) 'Carrier' shall mean Seamless Logistics Services Pty Ltd, its servants, agents and sub-contractors.
- b) 'Consignor' shall mean the party entering into the contract of carriage and/or storage with the Carrier, being either the shipper, the owner of the goods or their authorised agent.
- c)

1.2 The Carrier is not a common carrier and accepts no liability as such. The Carrier may refuse the carriage or transport of goods for any person or corporation and the carriage or transport of any class of goods is at the Carrier's absolute discretion.

1.3 These standard trading conditions cover the whole of, or any part of, the operations and services provided from time to time by the Carrier to the Consignor, including but not limited to the carriage, storage, loading, unloading, packing, un-packing, freight forwarding, customs clearance or de-consolidation of any goods on behalf of the Consignor.

1.4 The consignor warrants that:

- a) The Consignor has complied with all applicable laws and regulations relating to the nature, condition, packaging or carriage of the goods and that the goods are packed in a manner, having regard to their nature, adequate to withstand the ordinary risks of carriage.
- b) The goods are accurately described in writing in the space provided as per job order.
- c) The Consignor is either the owner of the goods and/or the authorised agent of the person or persons owning or having any interest in the goods or any part thereof and enters into this contract on its own behalf and/or as authorised agents of that person or persons.

1.5 The consignor indemnifies the Carrier against any expenses, charges or losses sustained or incurred by the Carrier in complying with the requirements of any law or otherwise incurred as a result of a breach of the warranties in Clause 1.4.

1.6 The Consignor undertakes that no claim will be made against any servant, sub-contractor or agent of the Carrier which imposes or attempts to impose upon any of them any liability whatsoever in connection with the goods or the services under this contract. If any such claim should nevertheless be made, the Consignor shall indemnify the Carrier against consequences thereof.

1.7 The method or methods of undertaking the services shall be at the sole discretion of the Carrier, and the Consignor hereby authorises the Carrier to adopt any method or methods other than any method which may have been instructed or agreed.

1.8 The Consignor authorises any deviation from the usual route of carriage.

1.9 The Carrier shall not be bound to deliver the goods except to the consignee or shipper shown as per job order confirmation, or to such other persons as may be authorised in writing by the Consignor to receive the goods.

1.10 If the Carrier is unable to deliver the goods for any reason (including failure on the part of the consignee/shipper to take delivery within a reasonable time) the Carrier shall be entitled to handle and store the goods in such manner as it may in its discretion determine, and shall be entitled to make a reasonable charge in respect of such handling and/or storage and subsequent delivery of the goods.

1.11 The Consignor/Shipper or his/her 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 doing so shall be liable for all loss and damage caused thereby.

1.12 The goods shall at all times be at the risk of the Consignor/Shipper and the Carrier shall not be liable in tort (including negligence), contract (including a fundamental breach of contract), bailment, contravention of any statute or breach of statutory duty or otherwise for any loss of, or damage to, or failure to deliver or delay in delivery or misdelivery of the goods whatsoever, however caused.

1.13 The exclusion of liability in Clause 1.12 extends to include not only loss of, or damage to the goods themselves, but loss, damage or injury to any person, property or thing damaged arising from the Carrier providing the services under this contract and to any indirect or consequential loss arising from such loss, damage or injury or from failure to deliver, delay in delivery or misdelivery.

1.14 Notwithstanding any other provision in these standard trading conditions, but subject always to Clause 1.12, 1.13 and 1.22, if any liability whatsoever, howsoever arising, is found to attach to the Carrier or any sub-contractor, the Carrier's or sub-contractors liability shall be limited to the lesser of:

- a) In the case of services supplied under this contract:
 - i. The supplying of the services again;
 - ii. The payment of the cost of supplying the services again; or
 - iii. The amount of AUD \$500.00.
- b) In the case of goods supplied under this contract:
 - i. The replacement of the goods or the supply of equivalent goods;

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- ii. The repair of the goods;
 - iii. The payment of the cost of replacing the goods or of acquiring equivalent goods;
 - iv. The payment of the cost of repairing the goods; or
 - v. The amount of AUD \$500.00.
- 1.15 The Consignor must accept liability for, and indemnify and keep indemnified the Carrier against, any liability, claim, proceedings, losses, damages, costs and expenses which the Carrier may suffer or incur or which may be brought or claimed by any third party, including the consignee listed on the job order, against the Carrier, in respect of anything arising out of this contract of carriage or the services provided by the Carrier under this contract of carriage.
- 1.16 The Consignor warrants absolutely the accuracy and completeness of all information regarding weight, measure, quantity, condition, contents and value of the goods including any container or other packing or carrying medium ("the information") provided to the Carrier by the Consignor or any other person on the Consignor's behalf. The information is unknown by the Carrier. The Carrier accepts no liability for, and the Consignor indemnifies and must indemnify the Carrier against, all losses, damages and liabilities incurred or arising from any inaccuracy or insufficiency of the information, including any liability of the Carrier in relation to the subsequent provision of the Information provided by the Consignor.
- 1.17 All the rights, immunities and limitations of liability in these standard trading conditions shall continue to have full force and effect notwithstanding any breach of this contract by the Carrier or any other person entitled to the benefit of such provisions.
- 1.18 The Consignor shall pay to the Carrier in cash, or as agreed, all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off.
- 1.19 When the Carrier is instructed to collect freight, duties, charges or other expenses from any person(s) other than the Consignor or their authorised agent, these parties remain responsible for the amounts; and shall pay these amounts to the Carrier on demand where these amounts have become due and have not been paid.
- 1.20 On all accounts overdue to the Carrier, the Carrier shall be entitled to interest calculated at 6 per cent above base rate of the Carrier's bank applicable during the periods that such amounts are overdue.
- 1.21 If on demand, any person(s) failing to pay charges due to the Carrier in respect of any service rendered by the Carrier, the Carrier will have a general lien over the goods and/or any other cargo or items as the property of the Consignor. After reasonable notice to the Consignor, the Carrier may sell all or any part of the goods and/or any other cargo or items of property to the Consignor which are in its possession and out of the moneys arising from the sale. The Carrier may retain the charges payable together with all charges and expenses of the detention and sale incurred and shall render the surplus if any of the moneys arising from the sale and such of the goods that remain unsold to the person entitled thereto.
- 1.22 The Carrier is authorised (if it should think fit to do so) to subcontract the whole or any part of the carriage, services or handling and such authorisation extend to any subcontractor. The Carrier is further authorised to act as the agent of the Consignor for the purposes of entering into, on the Consignor's behalf and in its name, any contracts necessary for the supply of goods or services under this contract. The Consignor authorises the Carrier to enter such contracts on such terms as the Carrier considers appropriate and the Consignor warrants that it will ratify any contract entered into by the Carrier in accordance with this clause.
- 1.23 Any clause herein excluding or limiting the liability of the Carrier or providing any right or exemption from liability to the Carrier shall also be available and shall extend to protect all sub-contractors and every servant or agent of the Carrier.
- 1.24 Notwithstanding any condition herein limiting or excluding liability, if and to the extent to which the carriage involves the transportation of goods otherwise than for the purposes of or in the course of a business, trade, profession or occupation carried on or engaged in by the Consignor, the contract shall be subject to any implied warranty provided by the Trade Practices Act 1974 if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of such warranty.
- 1.25 These Conditions shall be governed and construed in accordance with the laws of the State of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the Courts of Victoria.
- 1.26 Any claim for loss or damage of goods or relating to the provision of the services under this contract must be notified in writing to the Carrier with seven (7) days of delivery of the goods or the date by which the goods should have been delivered. Failing receipt of this notice, the Carrier shall be forever discharged from any and all liability to any person (including the Consignor) in respect of the goods and/or services under this contract/ in any event whatsoever, the Carrier shall be discharged from any and all liability whatsoever unless suit is brought within nine (9) months of the provision of the services under this contract, delivery of the goods or when the services should have been provided, or when the goods should have been delivered, whichever is earlier.