

TERMS & CONDITIONS

1. All and any business undertaken by Carrier is subject to the condition hereafter set out and each and every condition hereafter set out shall be deemed to be a condition of any agreement between the Carrier and the Consignor and shall prevail over any conditions purported to be included by any form or contract used by the Consignor. This contract including these conditions shall constitute the whole agreement between the parties and can only be varied in writing signed by each party.

2. In these terms and conditions:

“Carrier” shall mean Triton Courier Services Pty Ltd A.C.N 121 613 778 and includes its agents, employees and sub-contractors.

“Consignor” shall mean a person or company for whom any business is done by the Carrier.

“Receiver” shall mean a person or company to whom Goods are consigned by the Consignor.

“Sub-contractor” shall mean and include any person or company with whom the Carrier may arrange for the carriage of any goods the subject of this contract AND any person who is now or hereafter a servant, agent, employee or sub-contractor of any such person or company.

“Goods” shall mean the Goods perishable or otherwise which the Consignor has provided to the Carrier to be carried to Receiver.

3. **THE CARRIER IS NOT A COMMON CARRIER** and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of Goods for any person, corporation or company and the carriage or transport of any class of Goods at its discretion.

4. The Consignor warrants that:

- 4.1 The Consignor is the owner of the Goods or has the authority of the owner to consign the Goods upon and subject to these conditions.
- 4.2 The Goods are packed in a manner adequate to withstand the ordinary risk of carriage and that Consignor has correctly declared the weight of Goods.
- 4.3 The Goods comply with the requirement of any applicable law and are fully described in writing in accordance with all relevant laws and regulations including the name, nature and value of the Goods.
- 4.4 The consignment is not nor contains explosive, flammable or dangerous goods and consignor indemnifies carrier from all liability occurring as a result of the Consignor’s failure to comply with this warranty.

5. Limitation of Liability:

- 5.1 The consignor has acknowledged the fact that the FULL RESPONSIBILITY OF INSURANCE of his and or his clients Goods REST UPON HIMSELF OR HIS CLIENTS.
- 5.2 However, carrier shall arrange for Goods in transit insurance, if the Consignor requests the Carrier to do so. Consignor will need to make the request in writing and notify the Carrier of the value of parcel/consignment for the insurance purpose. The said insurance shall be at the Consignor’s expense and insurer shall be selected by the Carrier.
- 5.3 The carrier shall not be liable for any loss of or damage to the goods arising out of or associated with inadequate packing or protective material applied in respect of any consignment.
- 5.4 The carrier shall not in any circumstances be liable for any loss of or damage to Goods or for non-delivery, mis-delivery unless it is proved that the loss, damage non-delivery occurred whilst the goods were in the actual custody of the carrier and under its actual control.
- 5.5 Notwithstanding anything herein before contained the carrier shall not, in any circumstances, be liable for damage arising from loss of market, or attributable to delay in forwarding or in transit or failure to carry out the instructions given to it or any other consequential loss, however caused.
- 5.6 Notwithstanding anything herein before contained the carrier shall be discharged from all liability:
 - (i) For loss or non-delivery of any separate package forming part of a consignment or for loss from a package or unpacked consignment or for the damage or mis-delivery, however caused, unless notice be received in writing within 3 (three) days after the end of the transit.

- (ii) For loss or non-delivery of the whole or part of a consignment, however caused, unless notice be received in writing within 3 (three) days of the date when the goods should have been delivered.

6. Indemnity by Consignor: In addition to and without prejudice to the foregoing conditions the Consignor undertakes that it shall in any event indemnify the Carrier against all liabilities suffered or incurred by the Consignor arising directly or indirectly from or in connection with the Consignor's instructions or their implementation for the carriage of the goods, and in particular the Consignor shall indemnify the Carrier in respect of any liability the Carrier may be under to any servant, agent or sub-contractor, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against the Carrier by any such party or by any person interested in the goods or by any other person whatsoever.

7. Indemnity by Carrier: If any of the Consignor's goods are lost or damaged during their carriage by the Carrier or a Sub-Contractor, the Carrier will pay the Consignor whichever is the lesser of:-

- (i) \$2,500.00; and
- (ii) The value of the goods lost; or
- (iii) The cost to make good the damage to the goods.

The provisions of this clause do not affect the generality of clause 6 of these Terms and Conditions. All intent to claim must be lodged within 7 days and formal claims within 30 days.

8. It is agreed that:

- 8.1 Should the Receiver of the Goods not be in attendance during normal trading hours or at the time specified, or if the Carrier arrives to effect delivery at the receiver's premises and is delayed in effecting prompt delivery at the said premises for any reason whatsoever outside the Carriers control then the Carrier reserves the right to make an additional charge for every call made or for the amount of time of any delay until delivery is effective and the Consignor shall pay or indemnify the Carrier in respect of all such charges.
- 8.2 The Carrier is authorized to deliver the Goods at the address nominated to the Carrier by Consignor for that purpose and without prejudice to the foregoing, it is expressly agreed that the Carrier shall be deemed to have delivered the Goods if at that address he obtains from any person a receipt or signed delivery docket for the said Goods.
- 8.3 If the nominated place of delivery is unattended or if delivery can't otherwise be effected to any person at that place, the Carrier may at its option deposit the Goods at that place (which shall be deemed to be delivered).

9. Terms of Payment:

- 9.1 Consignors not on a COD basis or not paying each job in advance via credit card agree to accept the terms of trading as strictly thirty (7) days net from receipt of the Carrier's fortnightly or monthly invoice.
- 9.2 Nothing prevents the Carrier from taking any action necessary to recover any unpaid courier charges. The Carrier is entitled without express authorization from the Customer to recover any and all costs incurred by the Carrier in recovering unpaid courier charges, including debt collection costs, commissions, legal fees and any out of pocket expense.
- 9.3 The Carrier reserves the right to retain the Consignors credit card details if provided to us for the purposes of this agreement including to process any future payment of fees from the consignor. The Consignor acknowledges that they are solely responsible for any charges or fees associated with insufficient funds or any other such charge relating to the processing or collection of payments.
- 9.4 The Consignor agrees to pay all costs, legal or otherwise, incurred in the collection of charges due and owing by the Consignor to the Carrier for carriage of goods.
- 9.5 If any person fails to pay the charges due to the Carrier in respect to any service rendered by the Carrier on reasonable demand being made, the Carrier may detain and sell any or all of the Goods of that person which are in its possession and out of the money arising from the sale retain charges so payable and all charges and expense of the detention and sale.

10. In the event of the carrier being obliged or electing to institute legal proceedings against the consignor for recovery of any amount due and payable, the carrier will be entitled to recover from the consignor all costs incurred pursuant to such proceeding including collection, commission and interest at the maximum rate allowed by law, on the scale as between attorney and client.

11. Except as provided in this clause 11 all conditions and warranties whether express or implied by law in respect of the carriage of the Goods which may be binding on the Carrier are excluded. These conditions shall be read subject to any implied terms, conditions or warranties imposed by the trade practices Act 1974 or any other commonwealth or state legislation in so far as such may be applicable and prevent the exclusion or modification of any such terms, conditions or warranties.

Declaration: *I declare that I agree to the Terms and Conditions of the Cartage.*

Signature:

Print Name:

Position:

Date: