



Standard Terms & Conditions of Cartage

1. In these Terms and Conditions:
 - "Company" shall mean E. Karras Refrigerated Transport & Storage Pty Ltd or Karras Cold Logistics.
 - "Consignment" means the goods accepted from the Consignor together with any containers, packaging or pallets in these Terms and Conditions: supplied by or on behalf of the Consignor and used in the carriage, transportation and/or storage of those goods. "Consignor" means the person with whom the Company contracts to provide Services. "Services" means and includes the whole of the operation and services undertaken by the Company in connection with the Consignment including but not limited to the collection, carriage, transportation, delivery and/or storage of the Consignments. "Subcontractors" means any person we arrange to provide carriage services for the goods and their employees, agents and subcontractors.
 - "You" means the person requesting carriage services, and includes the consignor or consignee of the goods.
 - "We" means E. Karras Refrigerated Transport & Storage Pty Ltd or Karras Cold Logistics and any business operated by the company and each of their employees and agents.
 - "Goods" means the goods we are requested to carry and includes any packaging, container or pallet in or on which the goods are packed.
 - "Carriage services" means the entire service we are requested to provide in relation to the goods, including loading, carriage, unloading and storage incidental to transit of the goods.
2. The Company is not a common carrier and accepts no liability as such. All Services are provided by the Company subject only to these Terms and Conditions and the Company reserves the right to refuse the carriage or transportation and/or storage of goods for any person or corporation and the carriage, or transportation and/or storage of any class of goods at its sole discretion.
3. You warrant that:
 - (i) You are the owner or authorized agent of the owner of the goods and by entering into this agreement you do so on your own behalf and for all others on whose behalf you are acting.
 - (ii) You have properly described the nature, size and weight of the goods and correctly noted the number of items and accurately labeled the goods.
 - (iii) You will not request carriage of any explosive, inflammable or otherwise dangerous (as classified in Australian Dangerous Goods Code) or damaging goods without providing a full description of the goods.
 - (iv) You authorize any deviation from the usual route or method of carriage of the goods which we may consider at our discretion to be reasonable or necessary.
4. We are authorized to arrange for a subcontractor to carry the goods or to store the goods. If we do that, the subcontractor will be entitled to the full benefit of these conditions to the same extent as we are and we are deemed to act as its agent and trustee in entering into this agreement on its behalf.
5. (i) The Company and any Subcontractor shall be entitled to subcontract the Services or any part thereof on any terms.
 - (ii) The Consignor undertakes:
 - (a) 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 Consignment, against any person (other than the Company) by whom (whether as subcontractor, principal, employer, servant, agent or otherwise) the Services or any part thereof are provided which imposes or attempts to impose upon such person any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or wilful act or default of the Company or others) in connection with the Consignment and if any such claim or allegation should nevertheless be made the Consignor undertakes to indemnify the Company and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing and for the purpose of this clause the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this contract.
 - (b) to indemnify the Company against any claim or allegation made against it by any person in connection with any liability of that person for any loss of or damage to the Consignment occurring at any time during the provision of the Services.
 - (iii) It is agreed that each of the indemnities in sub-clause (ii) hereof operates irrespective of whether the liability of the Company or any other person arises in events which may constitute a fundamental breach of contract or a breach of a fundamental term.
5. Every exemption, limitation, condition and liability herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to protect - (a) all Subcontractors; (b) every servant or agent of the Company or of a Subcontractor; (c) every other person (other than the Company) by whom the Services or any part thereof are provided; and (d) all persons who are or might be vicariously liable for the acts or omissions of any person falling within (a), (b) or (c) hereof and for the purpose of this clause the Company is deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be or be deemed to be parties to this contract.

6. Subject only to clause 23 hereof the Consignment is at the risk of the Consignor and not the Company and the Company shall not be responsible in tort or contract or bailment or otherwise for any, and the consequences of any, delay in collection of the consignment or loss of or damage to or deterioration of Consignment or mis-delivery or failure to deliver or delay in delivery of the Consignment (including chilled, frozen, refrigerated or perishable Consignments either in transit or in storage) for any reason whatsoever including without limiting the forgoing the negligence or breach of contract or willful act or default of the Company or others. This clause shall apply to all, and the consequences of all, such delay in collection of the Consignment or loss of or damage to or deterioration of the Consignment or mis-delivery or failure to deliver or delay in delivery of the Consignment whether or not the same occurs in the course of performance by or on behalf of the Company of this contract or in events which are in the contemplation of the Company and/or the Consignor or in events which are foreseeable by them or either of them or in events which could constitute a fundamental breach of the contract or a breach of a fundamental term.
7. If the Consignor expressly or impliedly instructs the Company to use, or it is expressly or impliedly agreed that the Company shall use a particular method of handling or storing the Consignment or a particular method of carriage whether by road, rail, sea or air the Company will give priority to that method but in any event the method or methods of handling storing and/or carriage adopted by the Company shall remain at the sole discretion of the Company and the Consignor hereby authorises the Company to adopt any methods other than the method instructed or agreed.
8. The Consignor hereby authorises any deviation from the usual route or manner of carriage or place of Storage of the Consignment which may in the absolute discretion of the Company be deemed desirable or necessary in the circumstances.
9. (i).The Company is authorised to deliver the Consignment at the address nominated to the Company by the Consignor for that purpose and without prejudice to the foregoing it is expressly agreed that the Company shall be deemed to have delivered the Consignment in accordance with this contract at that address if he obtains from any person a receipt or signed delivery docket for the Consignment.
(ii).If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected to any person at that place, the Company may at its option deposit the Consignment at that place (which shall be deemed to be delivery in accordance with this contract.)
or store the Consignment and if the Consignment are stored by the Company the Consignor shall pay or indemnify the Company for all costs and expenses incurred in or about such storage. In the event that the Consignment is stored by the Company the Company shall be at liberty to redeliver them to the consignor from the place of storage at the Consignor's expense.
10. When the Consignment is accepted for forwarding by rail to an address in a town or other place where the Company has no receiving depot the Consignment will be deemed duly delivered according to this contract if they are delivered to the nearest railhead.
11. The Company's charges shall be deemed fully earned as soon as the Consignment is loaded and despatched from the Consignor's premises or accepted for storage and shall be payable and non-refundable in any event. Interest on unpaid charges is payable by the Consignor to the Company at the rate of 1.5% per month.
12. The Company shall have a lien on the Consignment and any documents relating thereto and on any other Consignment of the Consignor in the possession of the Company or any documents relating thereto for all sums payable by the Consignor to the Company and for that purpose shall have the right to sell any such Consignment by public auction or private treaty without notice to the Consignor.
13. (i).The Consignor shall not tender for carriage or storage any volatile or explosive Goods or Goods which are or may become dangerous, inflammable or offensive (including radio-active materials) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such Goods and in any event shall be liable for all loss and damage caused thereby
(ii)If in the sole opinion of the Company the Consignment becomes or is liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature the same may at any time be retained, destroyed, disposed of, abandoned or rendered harmless by the Company without compensation to the consignor and without prejudice to the Company's right to any charges hereunder and at the cost of the Consignor.
(iii)The Consignor warrants that it has complied with all laws and regulations relating to the nature, packing, labelling, storage or carriage of the Consignment and that the Consignment is packed in a manner adequate to withstand the ordinary risks of storage and/or Carriage having regard to their nature and hereby indemnifies the Company for any liability whatsoever and for all costs and expenses incurred as a result of or arising out of the Consignor's failure to comply with each of these warranties.
14. 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 any expense incurred by the Company arising from any failure to so conform.
15. It is agreed that no servant or agent of the Company nor any other person has any power to waive or vary any of these terms and conditions unless such waiver or variation is in writing and signed by an executive officer of the Company.
16. If the Company is liable for damage to or loss of the Consignment or any part thereof no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the Company in the State in which delivery was or ought to have been effected within seven (7) days after delivery was effected or would in the ordinary course of business have been effected.
17. Notwithstanding any other provision hereof other than clause 23 the Company shall in any event be discharged from all liability whatsoever in connection with the Consignment unless suit is brought within six (6) months after delivery was effected or would in the ordinary course of business delivery would have been effected.
18. Goods are accepted by the Company for subject to the condition that the Company accepts no responsibility for the collection of cash on delivery or any other payments on behalf of the Consignor or any other person. When Goods are tendered by any person with instructions for the Company to collect any such payments the Company shall not be bound by such instructions notwithstanding that the Company may accept those Goods as tendered and perform other services of carriage, forwarding or storage in relation to those goods.
19. All the rights, immunities and exemptions from liability in these terms and conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or any of these terms and conditions by the Company or any other person entitled to the benefit of such provisions and irrespective of whether such may constitute a fundamental breach of contract or a breach of a fundamental term.
20. It is hereby 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 any other provision thereof.

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 of abode for the purposes of that legislation is as set out the documentation evidencing this contract.
22. Notwithstanding anything herein contained this contract may be subject to the Trade Practices Act 1974 (as amended) if and to the extent this Act implies a warranty into this contract and prevents the exclusion, restriction or modification of any such warranty. These Terms and Conditions do not have the effect of excluding, restricting or modifying rights under the act which cannot be excluded, restricted or modified by agreement.