



Terms & Conditions of Storage

1. In these Terms and conditions: "Company" shall mean E Karras Refrigerated Transport Pty Ltd and/or Karras Cold Logistics.
 - a. "Goods" means the goods accepted from the Storer together with any containers, packaging or pallets supplied by or on behalf of the Storer and used in the carriage, transportation and/or storage of those goods.
 - b. "Storer" means the person with whom the Company contracts to provide Services.
 - c. "Services" means and includes the whole of the operation and services undertaken by the Company in connection with the Goods including but not limited to the receipt, inwards and outwards handling, locating the goods within the warehouse, order selection, carriage, transportation, delivery and/or storage of the Goods.
 - d. "Subcontractors" includes any person who pursuant to a contract or arrangement with any other person (whether or not the Company) performs or agrees to perform the Services or any part thereof.
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 of Cold Storage and the Company reserves the right to refuse the 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. An Inwards Receipt shall not constitute a document of title to goods or be negotiable nor shall any right of the Storer thereunder be assignable. The Cold Stores shall not be bound to recognise any person other than the person recorded as the Storer as the Owner of the goods or as having any interest in them.
4. All goods received/delivered into store must be within 2 degrees of required temperature specification on each and every occasion. None conforming pallets will be rejected and either returned to the pick up point or placed into a chilled storage environment awaiting further instructions. Please note: If goods are not collected within 48 hours, storage charges will apply. Karras Cold Logistics will not be held responsible for further temperature spoilage of product whilst in the chiller environment.
5. All goods shall be tallied into cold store. If the Storer or his representative is not present at the time of receipt the Cold Store's tally shall be accepted as final.
6. All goods will be tallied out of the Cold Stores upon delivery. If the Storer or his representative is not present at the time of delivery, the tally and description of the goods by the Cold Store shall be accepted as final.
7. The Company and/or its servants shall have full control of rooms and shall have the sole right of deciding whether in any particular case goods shall be stored in bulk or in assorted or separate lots or in a freezer or chiller.
8. The Company and/or its servants shall in an emergency be entitled at any time without notice or permission from the Storer to remove any goods or part thereof to any other Cold Storage premises whether belonging to the Company or not if for any reason whatever the Company may desire to do so. In the event of any goods being so removed, the provisions of these conditions shall apply during the removal and whilst stored in any other Cold Storage premises. The Company should however endeavour to obtain the Storer's approval for these actions.
9. The Company and/or its servant shall be empowered to enter any room at any time and with or without notice remove sell or destroy or cause to be removed sold or destroyed at the Storer's expense any goods whatsoever stored by him which shall be or become deteriorated, objectionable, unwholesome, offensive, or a source of contamination. The Company should however endeavour to obtain the Storer's approval for these actions.
10. The Store warrants -
 - i. That all goods or relative containers and pallets delivered and received into the store are indelibly and clearly and distinctively marked so that they may be readily identifiable.
 - ii. That the goods are and will remain free of any deleterious or objectionable matter or odours which prejudicially affect any other goods in cold store.
 - iii. That the Storer owns the goods free from any encumbrance charge lien or interest or is fully authorised to store the goods in his own name upon the Company's Cold storage conditions, but the Company reserves the right to refuse delivery to any person of any goods stored unless all the charges in connection with the storage thereof are paid and a delivery order in writing signed by the owner or his authorised agent is produced to the Company.
11. In the event that there is no movement of the Storer's Goods through the Premises for any reason beyond the reasonable control of the Company then and in each such case storage charges shall be charged at the Company's schedule rate of charges from time to time current during the period of storage and shall be payable on demand. Storage charges from time to time payable by the Storer whether in respect of goods comprised herein or other goods shall stand charged upon the goods comprised herein and also upon such other goods as are from time to time in store in the name of the Storer or belonging to him and the Company shall have a general lien upon all such goods including the right to sell the same. The Storer may be required to surrender this storage receipt and any relative warrant as a condition precedent to delivery of the goods comprised herein.
12. The Company shall not be responsible for any loss or deterioration of or damage to any goods stored.

- a) Where in the opinion of the Company the use of labour machinery or plant may precipitate or cause or aggravate a strike or entail risk to the goods or business of the cold store or of one or more of its consumers; or
- b) Occasioned by or resulting from or contributed to by defects caused by chilling or freezing of other cold stores to which the goods were subjected prior to their being received into the Company's cold store.
13. The Company undertakes no responsibility for any loss or damage caused by flood. In the event of flood, rent will not be demanded for the period during which rented rooms cannot be used.
14. The Company may require the Storer's written instructions and the surrender of storage receipt (and/or relative warrant if issued) as a condition precedent to delivery of any of the within goods but the Company may at its discretion deliver in accordance with the written or oral order or request of the Storer or of any person purporting to be the owner of the goods or to be the agent of the Storer or of such owner and in particular the Company shall be at liberty upon presentation and surrender of this receipt and/or relative warrant and a request for delivery to treat the person making such presentation and request as a duly authorised agent of the Storer and as a person authorised to accept delivery.
15. If goods comprised in any storage receipt or warrant are delivered by request and if storage receipt and warrant be not surrendered the Storer shall hold the Company indemnified against all claims whatsoever and at whosever instance in respect of the storage receipt and warrant and/or relative goods.
16. The charges will be and remain responsible to the Company for all its proper charges including any GST payable on any supply made under this agreement.
17. Wherever the Storer fails to pay storage and handling charges payable by him under these conditions within thirty days from the due date for payment thereof or wherever under these conditions the Company is otherwise empowered or authorised to sell any goods stored then the Company may sell or dispose of such goods. In cases of any sales pursuant to this Clause or to Clause 8 and 10 hereof no exception shall be taken upon the grounds that any price realised is less than market value. The proceeds of sale thereof shall be applied in the manner following:
 - a) First in payment of the costs, charges and expenses incurred either in the cost of transporting the goods and in the execution of any of the powers herein conferred;
 - b) In payment of storage charges due to the Company up to the date of sale.
 - c) Any other monies payable by the Storer to the Company.
 - d) The balance (if any) shall be payable to the person who is recorded in the Company's records as the Storer of the goods.
18. The expression "Storer" primarily means the person in whose name the goods are for the time being stored but where the context reasonably permits shall include any person being the beneficial owner or mortgagees of the goods. The Company may at its discretion act upon instructions received from the person in whose name the goods are stored or from the beneficial owner or from the mortgagee. In case of partnership or joint ownership each co-owner shall be deemed to have authority to bind all co-owners. Liability of those responsible (including the beneficial owner and mortgagee) shall be joint and several.
19. The Storer shall keep the Cold Store informed from time to time of any change in ownership or address.
20. It is agreed that the Storer shall be responsible for the conformity of any containers, packaging or pallets and for any expense incurred by the Company arising from any failure to so conform.
21. It is agreed that no servant or agent of the Company or 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.
22. We must be notified of any circumstance that might give rise to a claim within 24 hours. If the Company is liable for damage to or loss of the Goods 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 the Goods were stored within three (3) days after delivery was effected or would in the ordinary course of business have been effected. If a claim is recognized by the Company, the goods upon which the claim has been made will become the property of the Company.
23. Notwithstanding any other provision hereof other than clause 26 the Company shall in any event be discharged from all liability whatsoever in connection with the Goods 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.
24. Goods are accepted by the Company 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 Storer or any other person. When the Storer issues instructions for the Company to collect any such payments the Company shall not be bound by such instructions notwithstanding that the Company may deliver those Goods and perform other services of handling, carriage, forwarding or storage in relation to those goods.
25. 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.
26. 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.
27. The Storer 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 that set out on the documentation evidencing this contract.
28. 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.
29. Where the context permits singular includes plural and male gender includes female and neuter gender
30. Maximum Pallet: heights and weights

a.	Interstate Transport:	2.4m / 1,000kg
b.	Storage	1.2m / 1,000kg
31. All jobs are to be booked by fax or email. Please notify 48 hours before a pick-up, inwards or release is required to ensure prompt service.

32. Weekly storage charge is based on opening balance at beginning of week + inwards for that week.
33. Payment terms are strictly 14 days from invoice date
34. A shrinkage provision of 0.50% calculated on the average number of pallets stored per annum is to be applied per year and carried forward if not fully utilised in a prior year. This provision will allow a small quantity of losses resulting from handling / storing of product.
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35. We may refuse to provide cold storage services or any part of the requested services at our discretion
36. If at the time of entering into the agreement you request us to store the goods at a particular temperature and we accept that request and agree to store the goods at the requested temperature, we will make reasonable efforts to maintain the temperature of the goods at that temperature but will not be liable for any failure to maintain the goods at the requested temperature.
37. You authorise any deviation or variation from the usual method of storage of the goods which we may consider at our discretion to be reasonable or necessary.
38. We will not be liable in tort or contract or otherwise for any loss or damage to the goods, loss of market, loss of use or consequential loss or for any deterioration, mis-delivery, failure or delay in the delivery of the goods including freezing, thawing or failure to maintain the required temperature for any reason whatsoever, including negligence.

