



# TERMS AND CONDITIONS

## 1. Interpretation

In this contract

1.1 "Carrier" means Select Tilt Tray Group Pty Ltd ABN 61 107 933 344 its Assignees, Subcontractors, Servants and Agents.

1.2 "The Consignor" means the person, persons and/or Corporation described on our con notes as "Consignor".

1.3 "Goods" means the articles and/or plant and equipment, including any packaging and containment thereof, described on our con notes as "Goods".

1.4 The Laws of the State of NSW shall apply to this contract.

## 2. Contract

2.1 The carrier agrees to carry the goods for the consignor to as near as practicable to the address described on our con note as "Delivery address".

2.2 A charge will be made by the carrier in respect of any delay in excess of twenty minutes in loading and unloading occurring other than from the default of the carrier.

2.3 Any claims for damages caused by our drivers or subcontractors must be made known to our office in writing within 48 hours of the incident occurring. Notification after this time will not be recognised.

2.4 Costs for damages must be made available to us within 30 days of the original notification as in 2.3 above or we will not be held responsible for said rectification costs.

## 3. Consignor's Obligations

3.1 The Consignor undertakes to pay to the Carrier the total amount as per Tax Invoice by the due date.

3.2 All debt collection costs will be added to total on invoice for unpaid accounts.

3.3 An administration fee may be charged for accounts that are not paid within a reasonable time and only after the customer is notified in writing that this may occur.

3.4 We reserve the right to list overdue debtors on CreditorWatch.com.au if accounts remain unpaid, notification will be provided prior to listing on the site.

3.5 The Consignor undertakes to present the goods to the Carrier in a safe and storable manner and packed / contained in such a way that the goods and any packaging will not fall over, disintegrate or in any other way dissipate.

3.6 The Consignor undertakes to advise the Carrier at the time of entering into this Contract which, if any, of the goods require delicate handling, are required to be transported in a particular style or manner, and which goods (or part thereof) contain any perishable material.

#### **4. Consignor's Warranty**

4.1 The Consignor warrants to the Carrier that the goods are the property of the Consignor or that the Consignor has the authority of the Owner of the goods to present them to the Carrier for transport in accordance with this Contract.

4.2 The Consignor warrants to the Carrier that the goods are safe, non-perishable and do not contain any flammable, explosive or dangerous substance.

#### **5. Consignor's Indemnity**

The Consignor wholly indemnifies the Carrier against any actions, suits, claims or demands which at any time be made by any person with respect to any loss or damage (including any such suffered by the Consignor) including personal injury suffered by any person arising out of the carriage of the goods by the Carrier.

#### **6. Risk**

6.1 The Consignor agrees that the goods are stored and/or carried by the Carrier at the Consignor's own risk in all things.

6.2 Insurance of goods and machinery will not be effected by the Carrier to the benefit of the Consignor except with his express instruction in writing and then only at his expense and on lodgement of a declaration as to value prior to collection.

#### **7. Location**

The consignor agrees that the Carrier may at his absolute discretion vary the location at which the goods are stored at any time.

#### **8. Non Delivery**

8.1 The Consignor agrees that the Terms and Conditions of this Contract will be sufficiently carried out by the Carrier if the Carrier obtains a signed receipt or delivery docket for the goods from any person apparently at the Delivery Address.

8.2 The Consignor agrees that, if for any reason beyond the control of the Carrier the goods are unable to be delivered or are not accepted by the Consignee, or cannot for any other reason whatsoever be delivered, then the goods may be returned to the Consignor and the Consignor agrees to pay to the Carrier any reasonable charges levied by the Carrier in returning the said goods to the Consignor.

#### **9. Exclusion of Common Carrier**

The Carrier is not a common carrier and will not accept liability as such.

#### **10. Sub Contractors**

The Consignor authorises the Carrier at the absolute discretion of the Carrier in all things, to arrange for a subcontractor or subcontractors to carry out all or part of this Contract.

#### **11. Exclusions**

To the maximum extent permitted by Law, any warranties, guarantees or promises required to be given by the Carrier to the Consignor are hereby negated and shall not apply to this Contract.