

## CONDITIONS OF CARTAGE

1. All goods carried or other services performed by Direct Transport Solutions Pty Ltd are subject to these conditions of cartage, which replace all previous conditions of cartage and override any of the senders' terms and conditions of cartage.
2. Direct Transport Solutions :
  - a) Is entitled to sub-contract on any terms the whole or any part of the cartage and any reference to Direct Transport in these conditions includes its servants, agents and sub-contractors.
  - b) Is not a common carrier and will accept no liability as such; reserves the right to accept or refuse the cartage of any goods at its discretion.
3. The sender warrants that the person who has signed the transport contract is authorized to do so and to agree to its terms.
4. The sender warrants that, unless specified on the transport contract/agreement/consignment note, the goods contained on the consignment are not dangerous. Where they are specified as dangerous, the sender warrants that they are properly described, packed and clearly labelled and can be transported safely according to the Australian Code for the Transport of Dangerous Goods by Road and Rail.
5. The sender agrees that the goods described on the transport contract/agreement/consignment note are carried at its own risk and that Direct Transport Solutions Pty Ltd will not be responsible for any delay, loss or damage of any nature arising out of or incidental to the cartage of the goods due to any act omission (whether willful or negligent or otherwise) on the part of Direct Transport Solutions Pty Ltd and indemnifies Direct Transport Solutions Pty Ltd in respect of any liability in respect of the goods.
6. The sender authorized Direct Transport Solutions to deliver the goods at the receivers address appearing on the transport contract/agreement/consignment note. Direct Transport Solutions will be deemed to have delivered the goods in accordance with the contract note if Direct Transport Solutions obtains a receipt or signed delivery docket for the delivery of the goods to the receivers address. If Direct Transport Solutions is unable to

deliver the goods to the receivers address, Direct Transport Solutions Pty Ltd will store the goods at the risk of the sender and the sender will pay all costs in relation to the non-delivery.

7. The sender will pay Direct Transport Solutions Pty Ltd charges in all circumstances including where the receiver fails to pay any charges. No payment will be refunded other than as required by statute. The sender agrees that if it does not pay Direct Transport after Direct Transport has demanded payment, Direct Transport may detain and sell all or any goods dispatched by the sender in its possession and retain its unpaid charges and sale expenses from any money raised from the sale. Direct Transport will pay any balance remaining and will return any unsold goods to the sender. The sender warrants that Direct Transport has the right to sell any such goods.

8. All goods are carried subject to the terms of any bill of lading issued by and/or conditions imposed by any steamship company, railway, port or harbor authority of other carriers of the goods that are freighted at ordinary rate unless otherwise agreed in writing.

9. Direct Transport will only insure the goods if the sender requests insurance on the face of the transport contract prior to sending the goods and states the value of the goods. Direct Transport will provide insurance at the rate of 4% of the stated value of the goods; an excess of \$100 applies. If the stated value of the goods is less than its actual value, then any claims payable against the insurance cover will be at the same proportion of the total claim as the stated value is to the actual value. Any dispute arising as to the actual value of the consignment will be settled by an independent valuer nominated by Direct Transport.

10. The sender or receiver must lodge a written claim for damage to or loss of goods at Direct Transport Head Office within seventy two (72) hours after delivery was made. If no written claim is lodged within this period, the goods will be conclusively deemed to have been delivered undamaged and no claim for loss or damage will be allowed.

11. The sender agrees that all rights, immunities and limitations of liability granted to Direct Transport by these conditions of carriage will continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or any conditions by Direct Transport.

12. This quotation/agreement/rate schedule WILL include Tolls, GST, Fuel surcharges.

13. Direct Transport will endeavor to supply the most suitable and professional personnel at all times. The Client recognizes that the recruitment of such personnel involves considerable time, effort and expense. The Client agrees not to enter into any contractual arrangement directly with any Direct Transport's employee or contractor, nor will they engage such personnel as employees or contractors of the Client whilst they are an employee or contractor of Direct Transport or within twelve months of ceasing to be an employee or contractor of Direct Transport.