

IMPORTANT – PLEASE NOTE
CONDITIONS OF CONTRACT OF CARRIAGE

The definitions contained in the Schedule are to apply in the interpretation of this Contract.
The Carrier is not, and accepts no liability as, a common carrier.

The Goods are to be:

- (a) received by the Carrier at the Collection Site; and
- (b) delivered by the Carrier to the Delivery Site.

The Customer must:

- (a) provide to the Carrier a full description of, and any hazards relating to, the Goods prior to collection of the Goods by the Carrier;
- (b) pay the Contract Price together with any Ancillary Charges in accordance with the Carrier's ordinary trading terms; and
- (c) unless otherwise agreed with the Carrier, have in effect its own insurance in respect of damage or destruction of the Goods whilst the Goods are in the possession of the Carrier.

The Customer warrants the Carrier that:

- (a) it has fully identified all aspects of the Goods to the Carrier;
- (b) transport of the Goods is not illegal or otherwise in breach of any law; and
- (c) it is the owner, or otherwise entitled to possession, of the Goods.

The Carrier has the following rights:

- (a) to terminate the Contract without liability to the Customer if it:
 - (i) believes that it is unable to safely transport the Goods; or
 - (ii) requires a licence to transport the Goods and it does not hold that licence.
- (b) where it is, as a result of factors beyond its control, unable to transport the Goods in the agreed manner, to terminate this Contract or transport the Goods by alternative means;
- (c) to deliver the Goods to the Delivery Site irrespective of whether any person is present to take possession of the Goods;
- (d) to inspect the Goods at any time so as to determine ownership of the Goods or to determine whether the Goods pose a risk to the Carrier; and
- (e) to sub-contract the performance of its obligations under this Contract.

The Customer grants a lien over the Goods in favour of the Carrier to secure performance of its obligations under this Contract, if the Customer breaches this Contract the Carrier may:

- (a) pending receipt by it of the outstanding amount suspend delivery (and, if necessary, store) the Customer's Goods; or
- (b) open any packaging containing the Goods and sell all or part of the Goods to recover all amounts owed to it by the Customer.

The Carrier and Customer must comply with the following Claims procedure:

- (a) the Customer must give sufficient notice of any Claims within 2 business days of the Carrier delivering the Goods to the Delivery Site;
- (b) the Customer must not make a Claim unless it has notified the Carrier within the period set out in paragraph (a) above;

- (c) if a Claim is not litigated within 6 months of the date of its notification then the Customer is deemed to release the Carrier from that Claim; and
- (d) the total liability of the Carrier in respect of any Claim is to be limited to the sum of the Contract Price and the Ancillary charges.

This Contract represents the entire agreement between the Carrier and the Customer regarding the carriage of the Goods. To the extent permitted by law all applied terms, warranties and conditions do not apply to the terms of this Contract.

This Contract is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of all events of that State.

Any invalid provision of this Contract is to be read down to the extent necessary to render it valid. If the invalid provision cannot be read down then the provision is to be severed from this Contract. The invalidity of a provision does not affect the validity of any other part of this Contract.

Carrier means KeyTrans Pty Limited of 50 Barrow Rd, Spring Farm in the State of New South Wales.

Contract means the contract between the Carrier and Customer for the Carrier to carry the Goods for the Contract Price plus Ancillary Costs and in accordance with these Conditions.

Claims against any person means any claim, action, demand, proceeding, judgement, damage, loss, cost, expense or liability however incurred or suffered by or brought or made or recovered against that person and however arising (whether or not presently ascertained, immediate, future or contingent).

Collection Site means the site nominated by the Customer as the location from which the Goods are to be loaded by the Carrier.

Customer means the person requesting delivery of the Goods.

Delivery Site means the site nominated by the Customer as the location to which the Goods are to be delivered and unloaded by the Carrier.

Goods means the goods accepted from the Customer with any container, packaging or pallets supplied by the Customer.