



Quality Management System

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TERMS & CONDITIONS OF CARTAGE

COURIERS EXPRESS SERVICE PTY. LTD. TRADING AS GREEN LIGHT COURIERS.

By the conditions set out below, the Carrier and its servants and agents are not liable at all for certain losses and damage and, if they are liable, the amount of liability is in all the circumstances limited to the amount stated. Customers are therefore advised to seek their own insurance cover in any areas in which liability and fault are not clearly accepted by the Carrier.

1. In these Terms & Conditions:

"Carrier" shall mean **Couriers Express Service Pty. Ltd. trading as Green Light Couriers (ABN 33 063 649 730)** carrying on business in its own name (and any other trading name that the Carrier may use) its officers, servants, agents, subcontractors and Carrier shareholders operating in their own names or under the Carrier trading name in their respective Australian states of residence.

"Consignor" [also known as the applicant] shall mean the client with whom this contract is made;

"Contract" shall also mean agreement.

"Goods" [also known as consignment] shall mean the cargo accepted from the Consignor together with any containers and packaging supplied and associated paperwork.

"Services" shall mean the provision of the operations and services undertaken by the Carrier or anyone on its behalf in connection with items or goods including but not limited to the carriage, transport and/or the storage of the said items or goods.

"Subcontractor" shall include any person who pursuant to a contract or arrangement with any other person (whether or not a company) performs or agrees to perform the Services or any part thereof.

2. The Carrier is NOT A COMMON CARRIER and will accept no liability as such for the purposes of arranging the transport of Goods and does not intend to contract as principal. All services performed by the Carrier are subject to these conditions. The Carrier reserves the right to refuse the carriage or transport of Goods or articles for any person corporation or company and the carriage or transport of any class of Goods or articles is at the Carrier's discretion without giving explanation of such refusal.

3. The Consignor hereby authorises the Carrier (if deemed necessary) to subcontract with a Subcontractor for the carriage of any Goods subject to this contract and any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to a Subcontractor who shall thereupon be entitled to the full benefit of these Terms & Conditions to the same extent as the Carrier in so far as it may be necessary to ensure that such Subcontractor shall be so entitled the Carrier shall be deemed to enter into this contract for its own benefit and also on behalf of the Subcontractor. Every right, exemption from liability, defence and immunity of any nature applicable to the Carrier or to which the Carrier is entitled to rely on shall also be available to protect the Subcontractor. If the Consignor commences any legal action whatsoever against a Subcontractor, in relation to the Services or otherwise in connection with this agreement, the Consignor hereby agrees to indemnify the Carrier from any consequences of the said legal action including but not limited to damages, costs and taxes.

4. If the Consignor expressly or impliedly instructs the Carrier to use a particular method of carriage whether by Road, Rail, Sea or Air, or of handling or storing the Goods, the Carrier will give priority to the method designated and if that method cannot conveniently be adopted by the Carrier the Consignor hereby authorises the Carrier to handle or to store or to have the Goods carried by another method or methods, including successive Carriers and transportation methods.

5. The Consignor hereby authorises any deviation from the usual route of carriage or place of storage which may in the absolute discretion of the Carrier be deemed reasonable, desirable or necessary in the circumstances and the Consignor agrees that the Carrier shall not be held responsible for any defective storage of any frozen, refrigerated or perishable goods so arising.

- i. It's the responsibility of the Consignor to ensure signature as proof of delivery evidence.
- ii. Non signature of a consignment will not violate the Carrier's right to charge for the service.

6. The Consignor warrants to the Carrier that:

- i. The Consignor has complied with all the applicable laws and regulations (including where necessary the Australian Code) relating to the notification description on the consignment note for separately consigning and packaging of the Goods and the expenses and charges of the Carrier in compliance with any such law or with any order or requirement there under or with the requirement of any Harbour dock, Railway, Shipping, Customs, Warehouse or authority or company shall be paid by the Consignor. Additional freight charges shall be paid and on-forwarded to the Consignor on such Goods if deemed necessary by the Carrier.
- ii. The Consignor shall be responsible for the conformity of any containers, packaging or pallets with any requirement of the Consignee and for any expense incurred by the Carrier arising from any failure to so conform.
- iii. If any of the Goods are subject to the control of Customs all Customs duty and Excise duty costs including any fine or penalty which the Carrier becomes liable to pay pursuant to any law relating to Customs or Excise shall be paid by the Consignor.
- iv. The Consignor has fully and adequately described the Goods on the Consignment Note / Linepad / Electronic transfer. The Consignor shall not tender for carriage any volatile spirit or corrosive substance, flammable or otherwise, or Goods that are or that may become flammable and or offensive, (including radioactive 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, the Consignor shall be liable for all loss and damage caused thereby and if in the opinion of the Carrier, the Goods are, or are liable to become dangerous, flammable corrosive or offensive or of a damaging nature the same may, at anytime, be destroyed, disposed of, abandoned or rendered harmless by the Carrier without compensation to the Consignor and/or the Consignee and at the Consignors expense and without prejudice to the Carriers right to any charges hereunder.
- v. The Carrier retains the right to examine the content(s) of consignor goods if deemed necessary i.e. evidence of IED or discrepancies identified with consignment note; the carrier has the right to refuse suspicious consignment.

7. The Carrier is authorised to deliver the Goods at the address given to the Carrier by the Consignor for that purpose and it is expressly agreed that the Carrier shall be taken to have delivered the goods in accordance with this contract at that address where he obtains from any person a receipt or signed delivery docket for the Goods. If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Carrier, the Carrier may at its option deposit the Goods at that place (which shall be conclusively presumed to be due delivery hereunder) or store the Goods and if the Goods are stored by the Carrier the Consignor shall pay or indemnify the Carrier for all costs and expenses incurred in relation to such storage. The Carrier shall be at liberty to redeliver the Goods to the Consignor from the place of storage at the Consignors expense.

8. The Carriers charges shall be considered to be earned as soon as the Consignor has despatched the Goods with the Carrier and the Consignor will remain responsible to the Carrier for all its proper charges incurred for any reason.

9. IT IS THE CONSIGNOR'S RESPONSIBILITY TO TAKE OUT APPROPRIATE INSURANCE. However, the Carrier may choose to offer a referral to the Consignor of an Insurance provider (without recommending any particular product). The Consignor hereby releases the Carrier from any liability that may arise in relation to the Goods due to any failure of a policy of insurance to cover such liability.

10. THE CARRIER IS NOT LIABLE FOR ANY LOSS OR DAMAGE. The goods are at the risk of the Consignor and not the Carrier and unless expressly agreed in writing the Carrier shall not be responsible in tort or contract or otherwise and shall be released and indemnified by the Consignor for any liability arising for any loss of or damage to or deteriorations of Goods or miss-delivery or failure to deliver or delay in delivery of Goods including chilled, frozen, refrigerated or perishable Goods either in transit or in storage for any reason whatsoever including without limiting the foregoing the negligence or willful act or default of the Carrier or others and this clause shall apply to all such loss or damage to or deterioration of Goods or miss-delivery or failure to deliver or delay in delivery of Goods as aforesaid whether or not the same occurs in the course of performance by the Carrier of the contract or which are in the contemplation of the Carrier and/or the Consignor or in events which are foreseeable by them or either of them or in events which would constitute a fundamental breach of the contract or a breach of a fundamental term thereof.

11. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any Goods or property the subject matter of this contract of carriage and by entering into this contract the Consignor accepts these conditions of contract for the Consignee as well as for all other persons on who's behalf the Consignor is acting.

12. The Carrier shall have a lien on the Goods and documents relating to this contract and on any other goods of the Consignor in the possession of the Carrier or any documents relating hereto for all sums payable by the Consignor to the Carrier and for that purpose shall be subject to any prevailing laws, have the right to sell any such goods by public auction or private treaty without notice to the Consignor.

- i. Including, but not limited to, deducting the costs in connection with the sales of such goods.

13. No claim in respect to loss or damage of Goods may be made unless a notice of claim is lodged in writing at the registered office of the Carrier within seven (7) days after delivery was affected or would in the ordinary course of business have been affected. Despite anything else to the contrary, the Carriers rights under this Agreement shall not be prejudiced by any claim made by the Consignor.

14. Notwithstanding clause 13 hereof, the Carrier shall in any event be discharged from all liability whatsoever in connection with the Goods unless suit is brought within three (3) months from their delivery or from the date on which in the ordinary course of business delivery would have been effected.

15. Where a dispute arises between the Consignor and Consignee over payment of the Carrier's charges, it is agreed that the liability for such charges remains with the Consignor at all times and the Consignor shall not institute any set off or deduction of charges owed to the Carrier.

16. It is hereby agreed that if any provision or part of any provision of this contract is made unenforceable, such unenforceability shall not affect any other part of such provision or any other provision hereof.

17. Any action brought against the Carrier shall be brought in the State of Victoria and each party unconditionally submits to the law of Victoria in relation to this contract; subject to the provisions of the Trade Practices Act.

18. The Carrier shall be entitled to increase Rates and charges for Services where they become manifestly inadequate due to an event or events unforeseeable at the time of setting prices or charges and beyond the control of the Carrier such as (but not limited to) changes to government taxes or charges or increases in the Carrier's costs arising from amended legislation or regulation or industrial awards or costs.

19. The Terms & Conditions of this contract can only be varied by an agreement in writing executed by the Carrier and the Applicant [Consignor]:

- i. Any agreement between the Carrier and the Consignor for a definite period of time at fixed Rates shall, subject to clause 12 expire at the end of that period PROVIDED HOWEVER that no Rates which shall become effective at the expiration of six (6) weeks before the scheduled expiration of the contract the Carrier shall be entitled to review Rates and give to the Consignor written notice of an intended increase in Rates which shall become effective at the expiration of six (6) weeks from the date of that notice.
- ii. The Carrier shall be entitled to forthwith terminate this contract at any time by written notice in the event of the death or bankruptcy of the Consignor or where the Consignor is a corporation in the event of the Consignor entering into a scheme of arrangement with its creditors or having an administrator, receiver or liquidator appointed.
- iii. Where the Consignor is in breach of a fundamental condition of this contract [including, but not limited to failure to pay the Carrier fees and charges in accordance with agreed terms] the Carrier shall be entitled to serve upon the Consignor written notice of the breach and of the Carriers intention to terminate this contract at the expiration of no less than fourteen (14) days from the date of that notice, unless the Consignor remedies that breach. In the event that the breach is not remedied within the prescribed time to the Carrier's reasonable satisfaction, the Carrier shall be entitled forthwith to treat the contract as terminated due to the Consignor's breach.
- iv. In the event that the Carrier gives written notice to the Consignor of intention to increase fees and charges pursuant to clause 18 the Consignor shall be entitled to give written notice to the Carrier of its intention to terminate on or after the date upon which the proposed increase is to take effect.
- v. Nothing contained within this clause shall be read or construed to affect in any way the entitlement of the Carrier to pursue its rights under clause 12 or such further entitlement as it may have to seek remedies at law or in equity consequential upon breach of this contract by the Consignor.
- vi. Any delay or failure by the Carrier to exercise any right or entitlement it may have shall not operate as a waiver of such right or entitlement. Any waiver of a provision of this contract by either party must be in writing and signed by the party or person having clear and ostensible authority to do so.

20. Warehousing:

Warehousing facilities may be made available upon request – additional charges and conditions apply.

- i. Not excluding the Terms & Conditions of Cartage, and in addition the Terms & Conditions of Warehousing [attached (Page 4) – if applicable] apply.

21. Amendments:

- i. The Carrier reserves the right at any time and from time to time to amend these Terms & Conditions of Cartage to the Consignor upon fourteen (14) days written notice. All such amendment shall have force and effect after the expiration for the notice period and shall apply to subsisting contract for warehousing of goods and related services expect where it is explicitly agreed between the Carrier and the Consignor that the whole or part of the amended Terms & Conditions do not apply to the Consignor but where it is agreed that the whole of the amended Terms & Conditions do not apply to the Terms & Conditions as they were prior to any such amendments will apply to the fullest extent.

22. Interpretation:

- i. Where any provision hereof is inconsistent with the provisions of the Terms & Conditions of Cartage between the Carrier and the Consignor as constituted by acceptance of the quotation issued to the Consignor by the Carrier then to the extent of that inconsistency the latter shall prevail.

THESE TERMS & CONDITIONS ARE TO BE READ AS BEING SUBJECT ALWAYS TO THE PROVISIONS OF THE TRADE PRACTICES ACT.

TERMS & CONDITIONS OF WAREHOUSING

COURIERS EXPRESS SERVICE PTY. LTD. TRADING AS GREEN LIGHT COURIERS.

1. Warehousing:

- a. Not excluding the Terms & Conditions of Cartage aforementioned: In addition;
- b. The Carrier shall invoice the Consignor on a weekly cycle, or for any other period as agreed between the parties for fees, and charges [Rates] in respect of warehousing and associated services supplied by the Carrier at the request and order of the Consignor.
- c. The Carrier shall be entitled to increase Rates for any period during which actual agreed volumes for that period fall short of the estimated supplied by the Consignor.
- d. The Carrier shall be entitled to increase Rates, or withdraw service if the nature of the good significantly changes.
- i. The Carrier will not accept for warehousing or any other purpose, any dangerous, explosive, inflammable, perishable or spoiling article or substance, or anything likely to encourage vermin, or other pests, and the Consignor shall be liable for any damage that may be suffered by the Carrier or any 3rd Party through the introduction of any such article or substance by the Consignor.
- ii. If any such article or substance is discovered, the Carrier may at its discretion remove or otherwise dispose of it and shall not be responsible or accountable for the value of it.
- e. The Consignor orders for transportation of warehouse goods will only be accepted by the Carrier when in writing, and where same day processing is required must be forwarded to be received by the Carrier before agreed time on that business day and must be reasonably capable of implementation of that day.
- f. **Pallet Rates** are normally charged on the following basis;
- i. Rates are charged per pallet unit, for each full unit and any part of a unit received, stored or dispatched.
1. Pallet In: receiving into warehouse
 2. Pallet Storage: warehousing
 3. Pallet Out: despatched
- ii. Pallet sizes vary across regions and while there is no universally accepted standard, the International Organization for Standardization (ISO Standard 6780) has sanctioned six pallet dimensions; the Australian Standard [wooden] pallet unit is defined as 1165 x 1165 x 150mm, and is universally accepted across Australian industry, delivering efficiencies of unit load movement within and between customers
- iii. A skid is defined as that with maximum dimensions of approx. ½ that of a standard wooden pallet [as above].
- g. **Claim** of loss of, damaged or deterioration of goods warehoused will only be accepted for assessment when made by the Consignor in writing.
- i. While the Carrier will use its best endeavours to check that goods brought into the warehouse comply with the Consignor paperwork, the Carrier will not be responsible for ensuring sure compliance and will not be subject to any liability whatsoever for any discrepancy between such goods and paperwork.
- ii. It shall be the sole and absolute responsibility of the Consignor, if and when it so wishes to verify that good comply by quantity, quality or otherwise with its expectation and requirements and at not stage shall the Carrier be responsible, or accept liability for any discrepancy between the goods and those expectations and requirements.
- h. It is the responsibility of the consignor to arrange **insurances** as its sees fit, to cover all or any of the risked associated with warehousing the Consignor goods; therefore the Carrier shall not be liable for loss of, damaged or deterioration goods of the Consignor caused by, or arising out of;
- Burglary or theft;
 - Flood, leakage or overflow of water;
 - Heat, fire, smoke or fumes;
 - Overflow or spillage from or of good stored by other Consignors;
 - Pest or vermin;
 - Strikes, labour troubles, act of nature, riot, civil commotion, invasion, war, explosion, radiation, vandalism and air accidents;
 - Damp, moths, mildew or rust;
 - Any packaging, case or container supplied by the Consignor, or for loss, damage or deterioration in any article or substance of a perishable nature.
 - Any damage to, or loss of, a pallet.
- i. The Consignor warrants and undertakes with the Carrier, that it is the sole and unencumbered owner of the articles and substances being warehoused, and otherwise dealt with by the Carrier pursuant to these provisions. The Consignor undertakes to notify the Carrier, promptly if all or any of the warranties and undertakings here within ceases to apply.
- i. Where the Consignor takes responsibility for task requiring its **attendance** [including by its employees and agents] at the Carrier's warehouse, the Carrier will provide reasonable access, upon reasonably notice during business hours.
- i. The Carrier, as agreed shall perform stocking requirements of behalf of the Consignor.
- ii. The Consignor, as agreed may perform stocking requirements in accordance with **clause h.**
- iii. The Carrier shall in no way or any extent is liable for any error or inaccuracy in recording the results of its **stocktakes** or in reporting or not reporting those results to the Consignor. Where the Carrier reports such results to the Consignor these shall be final and conclusive between the Carrier and the Consignor and no alleged discrepancy will be recognized or entertained unless it is raised by the Consignor within 24 hours of the results being reported.

THESE TERMS & CONDITIONS ARE TO BE READ AS BEING SUBJECT ALWAYS TO THE PROVISIONS OF THE TRADE PRACTICES ACT.