

## TERMS AND CONDITIONS OF CONTRACT

1. "Carrier" shall mean K.K. Couriers Pty. Limited and K.K. Technical Services Pty Limited, its servants and agents. "Sub-contractor" shall mean any person, firm or company and their servants agents or employees with whom the Carrier may arrange for the carriage of any goods the subject of this contract.
2. The Carrier is not a Common Carrier and will accept no liability as such.
3. The Carrier reserves the right to refuse the carriage or transport of articles for any person, corporation or company and the carriage or transport of any class of articles at its discretion.
4. The Consignor authorises the carrier to arrange with a sub-contractor or sub-contractors for the carriage of any goods the subject of this Contract. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to such sub-contractor or sub-contractors who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier. In so far as it may be necessary to ensure that such sub-contractor or sub-contractors shall be so entitled the Carrier shall be deemed to enter into this Contract for its own benefit and also as agent for the sub-contractor or sub-contractors.
5. If the Consignor expressly or impliedly instructs the Carrier to use or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the goods or a particular method of carriage whether by road, rail, sea or air the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier, the Consignor hereby authorises the Carrier to handle or store or to carry or have the goods carried by another method or methods.
6. 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 for any loss of or damage to or deterioration of goods or misdelivery 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 wilful act or default of the Carrier or others and this clause shall apply to all such loss of or damage to or deterioration of goods or misdelivery or failure to deliver or delay. In deliver of goods as aforesaid whether or not the same occurs in the course of performance by the Carrier of the contract or in events 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.
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 if at that address he obtains from any person a receipt or a signed delivery docket for the goods.
8. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding is authorised to sign this consignment note for the Consignor.
9. 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 cartage and by entering into this contract the Consignor accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the consignor is acting.
10. Without derogating from Clause 6 above it is expressly agreed that all the rights, immunity, exemptions from and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of contract shall have and continue to have their full force any effect in all circumstances, whether or not the same occur in the course of performance by the Carrier of the contract or are in the contemplation of the Carrier and/or the Consignor or are foreseeable by them or either of them or would constitute a fundamental breach of the contract or a breach of a fundamental term thereof.
11. The Consignor hereby authorises any deviation from the usual route or manner of cartage of goods which may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.
12. In respect of contracts made in Queensland these conditions shall be read subject to the Carriage of Goods by Land (Carriers Liability) Act 1967 of that State but except where repugnant to the provisions of that Act shall continue to apply.
13. Charges for pre-paid consignments shall be non-refundable in any event. In all other cases the Carriers charges shall be deemed fully earned as soon as the goods are despatched from the consignors premises and shall be payable and non-refundable in any event.
14. The provisions of these conditions of carriage shall apply to the container or containers or other packaging containing the goods and to any pallet or pallets delivered with the goods to the carrier. The Consignor shall be responsible for the conformity of such containers packaging and pallets with any requirements of the consignee and for any expense incurred by the Carrier arising from any failure so to conform.
15. Notwithstanding anything herein contained, the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this Contract and prevents the exclusion, restriction or modification of that warranty.
16. Unless otherwise expressly agreed between the Carrier and the Consignor insurance shall be the sole responsibility of the Consignor. If the Consignor instructs the Carrier to effect insurance of its behalf, the Carrier shall be under no liability whatsoever to the Consignor in respect of any injury, loss or damage arising out of a failure by the Carrier to effect such insurance or to otherwise comply with the Consignors instructions.
17. If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected during normal trading hours, or at a time nominated for delivery the carrier may in its absolute discretion deposit the goods at the nominated place of delivery ( 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 such storage and each attempted delivery until delivery is effected or the goods are redelivered to the consignor.
18. The Carrier shall have a general lien on the goods and on any other goods of the Consignor in the possession of the Carrier for all charges and other amounts payable by the Consignor to the Carrier and for that person the Carrier may sell all or any of the goods of the Consignor in its possession without notice to the Consignor and apply the proceeds in or towards the discharge of the lien and the costs of sale without liability to any person whatsoever and without prejudice to the right of the Carrier to otherwise recover the charges and other amounts payable to the Carrier in respect of the carriage of the goods.
19. All agreements between the Carrier and the Consignor shall be governed by the laws of New South Wales.
20. The Carriers trading terms are 14 days from date of invoice. If any charges due to the Carrier hereunder are in arrears and unpaid for a period of more than 30 days the Carrier may charge interest on any overdue amounts dating from the due date of the invoice at a rate not greater than two percent above the prevailing prime overdraft as quoted by Westpac Banking Corporation.