



**LOCHERT BROS PTY LTD**  
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A division of Lochert Bros Pty Ltd

## CONDITIONS OF CARTAGE

### 1.1 Definitions:

- (a) 'Carrier' means LOCHERT BROS. PTY LTD, A.B.N. 73 007 629 094 trading as LOCHERT TRANSPORT and SPRINT FREIGHT AND LOGISTICS carrying on business in its own name or under any other business name. The expression 'carrier' will include its servants, agents, sub-contractors and including the railways operated by the Commonwealth or any State.
- (b) 'Consignor' means the party entering into the contract of Services with the Company, being either the shipper, the owner of the goods or their authorised agent.
- (c) 'Consignee' means the person or company to whom the goods are officially sent or delivered.
- (d) 'Services' means the whole of the operations undertaken by the Carrier in respect of the goods, including but not limited to packing, unpacking, road, rail, sea or air carriage, storage, freight forwarding, customs clearance and de-consolidation of any goods on behalf of the Consignor and any other services provided by the Carrier.

1.2 The Carrier is not a Common Carrier and will accept no liability as such.

1.3 All articles are carried or transported and all storage or other services are performed by the Carrier subject only to these conditions.

1.4 The Carrier reserves the right to refuse the carriage or transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its discretion.

2. These conditions, together with any special instructions and the agreement between the parties as to price, shall contain the entire and only agreement between the parties in respect of this carrier of goods and any representation promise condition or warranty in connection therewith not incorporated herein shall not be binding upon either party.

3. In the event that the carrier does not himself carry the goods then he is hereby appointed the agent of the Consignor for the purpose of entering into a contract or carriage on behalf of the Consignor with any other Carrier provided that such contract of carriage shall contain the same terms and conditions as this agreement except as to price and that the Carrier shall be responsible for all charges payable to such further Carrier and shall be paid the price upon in respect of this carriage of goods notwithstanding any arrangement pursuant to this clause.

4. Where forwarding is delayed under instructions from the Consignor or by circumstances beyond the control of the Carrier, the goods may be warehoused or stored at the Carrier's sole discretion and at the Consignor's expense.

5. Every special instruction to the effect that charges shall be paid by the Consignee shall be deemed to include a stipulation that if the Consignee does not pay the said charges within seven (7) days of the date set for payment, or if no date is set for payment, within seven (7) days of delivery or tendered delivery of the goods then the Consignor shall pay the said charges.

6. A charge may be made by the Carrier in respect of any delay in excess of fifteen minutes in loading or unloading occurring other than from the default of the Carrier such permissible delay period commencing upon the Carrier reporting for loading or unloading, labour for which purposes being the responsibility and at the expense of the Consignor or Consignee.

7. Freight shall be considered earned as soon as the goods are despatched from the premises of the Consignor whether the goods are delivered to the Consignee or not, and whether damaged or otherwise.

8. (1) Subject to any special instruction the Consignor shall pay the Carrier all charges, including any further charges pursuant hereto notwithstanding that:

- (a) The Consignee refuses, fails or neglects to take delivery of the goods or
- (b) Delivery of the goods cannot be effected because the Consignee is dead, cannot be found or located either because the address given is insufficient or incorrect or because he is absent from the address given and his whereabouts cannot be immediately ascertained or because the goods are otherwise not identifiable, or
- (c) It becomes necessary to sell or otherwise deal with the goods either according to the instructions of the Consignor or otherwise pursuant thereto.

(2) In any case referred to in sub-clause (1) of this Condition:

- (a) Where instructions from the Consignor with respects to disposing of perishable goods are not or cannot be obtained within a reasonable time having regard to the nature and condition of the goods then such perishable goods may be sold or otherwise disposed of without notice to the Consignor, Consignee or owner of the goods and payment or tender of the net proceeds of any sale after deduction of all charges and expenses incurring in the sale of the goods or otherwise disposing of the goods and also of charges and expenses which may be due or owing or payable to the Carrier under these terms and conditions shall be equivalent to delivery and
- (b) Where instructions from the Consignor with respects to disposing of non-perishable goods are not received before the expiration of twenty-one days from the date of the sending of the notice in writing by the Carrier to the Consignor at the address given hereon as his address, then the Carrier may sell such goods or return them to the Consignor at the Carrier's option and where goods are sold payment or tender of the net proceeds of any sale after deduction of all charges and expenses which may be due owing or payable to the Carrier under these terms and conditions shall be equivalent to delivery.
- (c) A communication in writing from any agent of the Carrier that the goods cannot be delivered for any reason shall be conclusive evidence of the fact, for the purpose of this sub-clause.

9. The Consignor shall specifically declare and fully describe in writing in the space provided herein the name and the nature and the value of all goods subject to special rates of carriage by reason of their value or nature, or of a noxious, dangerous, hazardous, or inflammable nature or capable of causing damage or injury to any other goods, or to any persons or animals with which, or to any store, vessel, vehicles, wagon, van, aircraft or other conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored, or which are liquid or partly liquid form, and additional freight charges shall be paid on such goods if necessary.

10. Insurance of goods, parcels, packages, freights, or cases, etc., or the cases thereof will not be affected by the Carrier.

11. All goods to be forwarded shall be subject and liable in every respect to all terms, conditions and requirements which may be imposed by any highway, port, harbour, dock, railway, shipping, airways, or any other Public Authority or Government Department or Officer and any additional expense or charges arising by reason of such terms and conditions or requirements shall be paid by the Consignor.

12. Unless otherwise expressed or agreed in writing no responsibility will be accepted by the Carrier for any loss of or damage to or mis-delivery or non-delivery of goods, parcels, packages, freights, cases, or containers, or the contents thereof either in transit or in storage for any reason whatsoever.

13. The Carrier shall not be under any liability for consequential loss or damage sustained by the Consignor or any other person arising from late delivery or mis-delivery of the goods however caused.

14. The Consignor guarantees to the Carrier the accuracy of the particulars which are inserted herein and he shall indemnify the Carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars.

15. In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of this carriage of goods the Carrier in addition to acting for himself is acting as agent of and trustee for each of his servants and also any other person or company with whom the Carrier may arrange for the carriage of the goods and the servants of such person or company so that his servants and such person or company and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and insofar as may be necessary to give effect to this clause the Carrier shall hold the benefit of these conditions for his servants and for any such person or company and his or its servants.

16. It is specially agreed that all the rights, immunities, and limitations of liability granted to the Carrier by the provisions set forth in these conditions of carriage shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or of any condition thereof by the Carrier.

17. It is agreed that the person delivering any goods or forwarding is authorised to sign the consignment note for the Consignee and Consignor.

18. Terms of trade are strictly nett 30 days from date of invoice. Amounts remaining unpaid 5 working days after the due date for payments, the Carrier may at its discretion, charge an Administration fee for every month or part thereof, that the debt remains unpaid. The monthly fee will be the greater of \$10 or 5 per cent of the overdue amounts.

19. These Terms and the Contract shall be governed by the law of South Australia and the parties submit to the courts of South Australia in respect of any dispute arising.

20. Any claim for loss of or damage to the goods or relating to the provision of the Services under this contract must be notified in writing to the Carrier within seven (7) days of delivery of the goods or the date by which the goods should have been delivered, failing receipt of which notice the Carrier shall be forever discharged from any and all liability to any person (including the Consignor) in respect of the goods and/or the Services under this contract.