|  |
| --- |
| Please read all the following conditions carefully. You will be bound by these conditions if we provide services at your request or on your behalf. Please note that:   * Our services are priced based on the exclusions and limitations set out in these conditions; * To the extent permitted by law, we will not be liable for any loss of or damage to goods, unless you prove that the loss or damage was caused by our negligence or wilful misconduct; * The conditions provide for various exclusions of liability and limits on our liability for loss of or damage to goods. These exclusions and limits are set out in clause 6; * The general effect of these provisions is that, even if you prove we have been negligent, you may not be able to recover the full value of any lost or damaged goods; * Because of these considerations, we recommend that any goods are covered by an appropriate insurance policy taken out by you, or by the owner of the goods; and * If we store goods for you, you **must** take out a policy of insurance over those goods (see clause12). |

CONDITIONS OF Carriage

# DEFINITIONS AND INTERPRETATION

## In these conditions:

## **Authority** includes any legal or administrative authority exercising any jurisdiction within an Australian state or territory.

## **Carrier** means Nowra Plaster Pty. Limited (ACN 056 534 153) trading under its own name and under the business names Nowra Transport and Distribution and National Transport and Distribution and any other business name.

## **Chain of Responsibility Law** means the Heavy Vehicle National Law as enacted in any Australian state, the *Road Traffic (Administration) Act 2008* (WA) and the *Road Traffic (Vehicles) Act 2012* (WA) and any other Commonwealth, state or territory Law dealing with the obligations of parties involved in the transport of goods by road.

## **Consequential Loss** means any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; liquidated damages; punitive or exemplary damages; in each case arising from or in connection with the performance of Services and whether or not foreseeable at the time of entering into any agreement incorporating these conditions.

## **Consignor** means the person engaging the Carrier.

## **Container** includes any container, trailer, wagon, transportable tank, pallet, flat rack or any other unit or device used to consolidate Goods.

## **Damage** means physical damage and includes deterioration, evaporation and contamination.

## **Dangerous Goods** means Goods that are or may become noxious, dangerous, flammable or damaging or that may harbour or encourage vermin or other pests, or that are or may become liable to harm any property whatsoever.

## **Force Majeure Event** means acts of God, lightning, meteorites, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage, explosions, nuclear accidents, strikes, labour disputes and other industrial disturbances, any road closure or congestion of roads, any quarantine or customs restriction, epidemic or pandemic, cyber warfare, cyberattacks, ransomware attacks, cyber sabotage, any interruption of power supply or scarcity of fuel or any accident, collision or breakdown of a vehicle, crane, machinery or equipment.

## **Goods** means the property accepted by the Carrier from, or at the request of, the Consignor for the provision of Services and includes any Container or packaging supplied by or on behalf of the Consignor.

**Interest** means an amount calculated on any Outstanding Amount at the rate of 12% per annum, compounded annually.

**Law** includes applicable statutes, regulations, proclamations, orders, bylaws, requirements and approvals.

## **Outstanding Amount** means any amount which remains unpaid upon the expiry of the credit terms extended by the Carrier or for which the Consignor is otherwise liable, pursuant to these conditions, to the Carrier.

## **PPSA**means *Personal Property Securities Act 2009* (Cth).

## **Services** means any operations or services undertaken by or on behalf of the Carrier (whether gratuitously or not), in any way connected with Goods including loading, unloading, packing, unpacking, handling, weighing, transporting and Storage of Goods, towing a trailer, completing documents and the provision of any advice.

## **Storage** means receiving Goods into a storage location operated by or on behalf of the Carrier including any inventory control measures, storing Goods and handling inbound and outbound Goods at the storage location.

## **Subcontractor** includes any person who pursuant to a contract or arrangement with any other person (whether or not the Carrier) performs or agrees to perform the Services or any part of them.

## In these conditions:

### a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;

### headings are included for convenience only and do not affect the interpretation of these conditions;

### words importing the singular include the plural and vice versa and words importing a gender include other genders;

### where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

### wherever ‘include’ or any form of that word is used, it will be construed as if it were followed by ‘(without being limited to)’;

### terms used have the same meaning as under the PPSA; and

### all indemnities survive the termination or expiration of any agreement incorporating these conditions.

# NEGATION OF LIABILITY AS A COMMON CARRIER

The Carrier is not a common carrier and will accept no liability as such. All Goods are carried, and all Services are performed by the Carrier subject only to these conditions and the Carrier reserves the right to refuse, in its discretion, to provide Services in respect of any goods.

# CARRIER’S OBLIGATIONS

## The Carrier will:

### take reasonable care to protect and safeguard the Goods and to follow any special handling requirements notified to the Carrier by the Consignor;

### provide the Services exercising the degree of skill, care and efficiency that would be expected from a competent provider of Services;

### at its own expense, hold all licences as may be required by Law in connection with the Services;

### to the extent the Services comprise Storage, account for all Goods received and use modes of Storage appropriate to the nature of those Goods;

### use reasonable endeavours to deliver the Goods to the address nominated by the Consignor and to effect delivery at the date and time requested by the Consignor (subject to compliance with all Law, including Chain of Responsibility Law); and

### use reasonable endeavours to comply with the Consignor’s reasonable and lawful directions.

## To the extent permitted by Law, any conditions, guarantees, terms and warranties which would otherwise be imposed or implied into these conditions are excluded. Without limitation, this exclusion applies to any conditions, guarantees, terms or warranties of merchantability or of satisfactory quality applying to the Services.

# OBLIGATIONS AND WARRANTIES

## The Consignor must:

### ensure that the loading of the Goods onto the Carrier’s vehicle will not cause the vehicle to exceed any dimension or mass limits under Chain of Responsibility Law;

### where the Goods are Dangerous Goods, provide written notice to the Carrier and otherwise comply with clause 16;

### where the Goods require special treatment, provide written notice to the Carrier of the special treatment required;

### where required by Law, provide an accurate container weight declaration; and

### provide all documents, information and assistance necessary to allow the Carrier to comply with the requirements of any Authority.

## The Consignor warrants that:

### the Goods are in a fit state to allow the Services to be performed and are packed in a manner adequate to withstand the ordinary risks associated with the Services;

### the Goods within any Container are adequately restrained in accordance with the Load Restraint Guide published by the National Transport Commission;

### if Goods within a Container are not evenly distributed within the Container, the Consignor will provide a load plan of the contents of the Container before requesting the Carrier to provide Services;

### it is authorised by all persons owning or having any interest in the Goods (including the consignee) to accept these conditions on their behalf;

### all details supplied with respect to the Goods, including the details of description, items, pallet space, quantity, weight, volume, quality, value and measurements, are correct;

### there is a suitable and safe road and approach for the Carrier’s vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;

### safe and adequate commercial loading/unloading facilities and equipment will be available at any place from which any Goods are to be collected and to which any Goods are to be delivered; and

### Services are supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Consignor.

## The Carrier relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Consignor but does not admit their accuracy.

## The Consignor acknowledges and agrees that these conditions set out the sole basis upon which the Carrier will provide Services to the Consignor. The supply or provision by the Consignor of any document setting out other, or alternative, terms will be of no legal effect and will not constitute a variation of these conditions or amount to a new contract or be part of these conditions.

# SUBCONTRACTING

## The Carrier, at its discretion, may subcontract on any terms the whole or any part of the Services.

## The Consignor agrees that no claim or allegation may be made against any employee, agent, or Subcontractor of the Carrier that imposes or attempts to impose upon such person any liability whatsoever arising out of or in any way connected with the Goods or the Services, whether or not arising out of negligence or a wilful act or omission on the part of any of them, and if such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences of any such claim or allegation.

## Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, limitation, defence and immunity applicable to the Carrier or to which the Carrier is entitled under these conditions will also be available to and will extend to protect:

### all Subcontractors;

### every employee or agent of the Carrier or of a Subcontractor;

### every other person (other than the Carrier) by whom the Services or any part of them is undertaken; and

### all persons who are or are found to be vicariously liable for the acts or omissions of any person falling within clauses 5.3(a), 5.3(b) or 5.3(c).

## For the purposes of clause 5.3, the Carrier is or will be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and all such persons will to this extent be, or be deemed to be, parties to any agreement incorporating these conditions.

# ****LIABILITY OF CARRIER****

## The Goods are at the risk of the Consignor. Neither the Carrier nor any Subcontractor nor any other person who undertakes the Services will, under any circumstances, (except where any legislation otherwise requires) be liable (whether in contract, tort, bailment or otherwise) for any:

### loss of the Goods;

### Damage to the Goods; or

### misdelivery, delay in delivery or nondelivery of the Goods,

whether in the course of Services or otherwise, unless the Consignor proves that such loss, Damage, misdelivery, delay in delivery or nondelivery was caused by the negligence of the Carrier.

## Any liability of the Carrier under clause 6.1 will be reduced proportionately to represent the extent to which the Consignor’s (or any other person’s) negligent or wrongful act or omission caused the loss, Damage, misdelivery, delay in delivery or nondelivery of the Goods.

## Notwithstanding any other provision of these conditions, the Carrier will not be liable for:

### any loss of or Damage to Goods:

#### caused by a Force Majeure Event;

#### caused by the Carrier following the Consignor’s instructions;

#### caused by the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;

#### caused by vibration, road conditions, weather or weather events of any kind whatsoever;

#### caused by the Goods being inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without Damage;

#### caused by inherent vice or the nature of the Goods;

#### caused by a decline in value, or loss of value as a result of the Goods becoming past their ‘use by’ or expiry date;

#### where such loss becomes apparent as the result of a stock count or stocktake;

#### where such loss or damage comprises mechanical, electrical or electronic breakdown, derangement, or malfunction of the Goods;

#### caused by insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary risks associated with the Services; or

#### comprising electrical or mechanical derangement, shrinkage or ordinary wear and tear;

### loss or damage suffered in connection with any delay in the delivery or collection of Goods; or

### any loss of or Damage to Goods where the loss of or Damage to the Goods occurs during Storage.

## Notwithstanding any other provision of these conditions, the Carrier will not be liable, under any circumstances, for Consequential Loss.

## Notwithstanding any other provision of these conditions, the Carrier’s liability arising from any loss of Goods, Damage to Goods or misdelivery, delay in delivery or nondelivery of Goods (including any liability arising from breach of a warranty, guarantee or term imposed or implied by Law) is limited, at the option of the Carrier, to:

### supplying the Services that were supplied with respect to the lost, Damaged or mis/nondelivered Goods, again; or

### payment of the cost of having the Services that were supplied with respect to the lost, Damaged or mis/nondelivered Goods, supplied again.

## The limitations of liability set out in clause 6.5 do not apply to the extent that any loss of or Damage to Goods is caused by the Carrier engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct.

# containers and pallets

## Notwithstanding any other provision of these conditions, the Consignor:

### acknowledges that, unless the Carrier agrees in writing otherwise, the Carrier has no liability or responsibility in relation to any hire charge or demurrage charge associated with any Container or pallet; and

### must ensure that any pallets are transferred to and from any relevant hire accounts and that any necessary documentation is provided to relevant pallet hire businesses.

# ROUTE AND DEVIATION

## The Consignor authorises any deviation from the usual route for transportation or manner of Carriage of Goods that may, in the discretion of the Carrier (acting reasonably) be considered desirable or necessary in the circumstances.

## 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 providing or performing the Services, the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier, the Consignor authorises the Carrier to provide the Services using another method.

# INSPECTION

## The Carrier may (but is not obliged to) inspect the Goods (including opening any Container) to determine the nature or condition of the Goods or for any other purpose which the Carrier considers reasonably necessary.

## If, under Law, a Container must be opened, the Carrier will not be liable for any loss, Damage or delay incurred as a result of any opening, unpacking, inspection or repacking and the Consignor agrees to pay the Carrier’s charge for the cost of any such opening, unpacking, inspection or repacking.

## If the Consignor makes a claim that Goods have been damaged or destroyed while in the custody of the Carrier, the Consignor must, on request, permit the Carrier to inspect those Goods.

# DELIVERY

## The Carrier is authorised to deliver the Goods at the address nominated to the Carrier for that purpose. The Carrier will be deemed to have delivered the Goods if, at that address, it obtains from any person a receipt or signed delivery docket for the Goods.

## If the nominated place of delivery is unattended or if delivery cannot otherwise be effected by the Carrier, the Carrier may, at its option, deposit the Goods at that place (which will be conclusively presumed to be due delivery under these conditions), store the Goods or redeliver the Goods to the Consignor at the Consignor’s expense.

## If the Goods are stored by the Carrier pursuant to clause 10.2:

### the Consignor will pay or indemnify the Carrier for all costs and expenses incurred with respect to such Storage; and

### the Carrier may, at any time, redeliver the Goods to the Consignor at the Consignor’s expense.

# STORAGE

## Where Goods are stored by the Carrier at the request of the Consignor, the Consignor will provide:

### an address to which notices will be sent; and

### an inventory of the Goods to be stored.

## The Carrier may remove the Goods from a place of Storage to another place of Storage at its discretion.

## Storage charges do not include removing, packing, unpacking, inspecting, stowing, restoring or delivering.

## The Consignor must give 48 hours’ notice to the Carrier of its intention to remove Goods from Storage.

## The Carrier will not be obliged to allow an inspection of the Goods or to deliver up any Goods in Storage:

### to any person other than the Consignor or a person authorised in writing by the Consignor; or

### in circumstances where any amount is due by the Consignor to the Carrier on any account whatsoever.

## The Consignor will remove its Goods from Storage within seven days of receipt of written notice from the Carrier.

# INSURANCE

## The Consignor must:

### effect and maintain an insurance policy in its own name that covers loss of or Damage to the Goods while the Carrier is providing Storage with respect to the Goods; and which includes a waiver by the insurer of any rights of subrogation against the Carrier; and

### provide a certificate of currency in respect of the policy referred to in clause 12(a), within seven days of receiving a request from the Carrier.

# INDEMNITIES

## The Consignor will indemnify the Carrier:

### in respect of any liability whatsoever in respect of the Goods to any person (other than the Consignor) who claims to have, who has, or who in the future may have any interest in the Goods or any part of the Goods; and

### against all losses, damages, expenses, claims, fines, duty, tax, demands, actions and proceedings or any other liability suffered or incurred by, or made or instituted against, the Carrier as a result of:

#### a breach of the Consignor’s obligations under any agreement incorporating these conditions; or

#### any negligence, malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct of the Consignor.

# LIEN

## The Goods are accepted subject to a general lien for all charges due or that may become due to the Carrier by the Consignor on any account whatsoever, whether in respect of the Goods or in respect of any other goods in respect of which the Carrier provides or has provided Services.

## Without prejudice to any other rights the Carrier may have under Law, if charges are not paid when due, or the Goods are not collected when required or designated, the Carrier may:

### remove all or any of the Goods and store them as the Carrier thinks fit, at the Consignor’s risk and expense; or

### without notice and immediately in the case of perishable Goods, or otherwise on the provision of fourteen days’ notice, open and sell all or any of the Goods as the Carrier thinks fit (whether by private treaty or public auction, including auction on an internet based platform) and apply the proceeds to discharge the lien and costs of sale without being liable to any person for any loss caused.

## The parties agree that the lien arising under these conditions:

### attaches to the Goods when the Goods are accepted by the Carrier; and

### is a security interest.

## On request by the Carrier, the Consignor must promptly do anything for the purposes of ensuring that any security interest created under, or provided for by, these conditions is enforceable, perfected (including perfection by registration), maintained and is otherwise effective. Anything that is required to be done under this clause will be done at the Consignor’s expense. The Consignor agrees to reimburse the Carrier’s costs in connection with any action taken by the Carrier under or in connection with this clause.

## The parties agree that, to the extent permitted by the PPSA:

### sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply (unless the Consignor is otherwise notified in writing by the Carrier); and

### any right to receive a notice, statement or verification statement under sections 129, 130, 132, 134,135 or 157 of the PPSA is waived.

# CARRIER’S CHARGES

## The Carrier’s charges will be deemed fully earned on receipt of the Goods by the Carrier and are non-refundable in any event. The Consignor agrees to pay all sums due to the Carrier without any deduction, counterclaim or set-off.

## The Carrier may review its rates and any charges set out in this clause by giving 14 days’ notice to the Consignor.

## In addition to any other charges contemplated under these conditions, the Consignor is liable to pay:

### Interest on any Outstanding Amount;

### all Storage, handling, stocktaking and reporting charges and any costs associated with loading or unloading Goods;

### any fuel levy imposed, which may be adjusted by the Carrier at any time on reasonable grounds to reflect fuel price movements;

### any additional costs arising from heavy or over-dimensional transport including costs associated with permits, escorts, pilots, equipment, bridge/road works and detours; and

### all charges imposed by Law including customs charges and excises and associated fines and penalties.

## Maximum dimensions and weight for pallets are as follows: 1.2 X 1.2 X 1.8 metres – 1100kg (Larger pallets will incur extra charges).

## Cubic Conversion: (applicable to cents per kilo rate structures only): All freight will be cubed (height x width x length). The Carrier’s standard cubic conversion rate of 3m3 = 1 Tonne will be applied.

## Pallets transferred on to the Carrier’s account will incur a flat fee of $2.00 per pallet ex GST and a weekly fee (or any part of week) of $2.00 per pallet ex GST until replaced.

## Additional charges will apply, in addition to the amount set out in any quotation, for the following:

### Dangerous Goods - Correct dangerous goods documentation must be supplied at pick up. Additional charges will apply and are subject to individual assessment. A surcharge per consignment will be negotiated depending on the Consignor’s requirements. The Carrier will not accept additional costs due to insufficient documentation.

### Lengths – Freight 6 metres and over in length will incur a fee of $300.00 ex GST.

### Oversize pallets – pallets outside standard dimensions and weights will incur extra charges.

### Country Destinations – the Carrier can arrange to on forward deliveries to regional areas. The additional charge will be subject to individual assessment.

### Private Residences – Goods for residential areas are generally consigned to the depot only. The Carrier can arrange a courier service at an additional cost if necessary.

### Tailgate deliveries: the Consignor must notify the Carrier if appropriate lifting facilities are not available at pick up or destination points. A tail gate service is available at an additional cost.

### Hand unloads – If Goods require hand loading or unstacking, there will be an additional service fee of $75.00 per pallet (ex GST), or part thereof.

### Proof of Delivery – these will be supplied by individual request free of charge for 3 months from the date of the consignment. A charge of $10.00 (ex GST) per consignment will apply after this period.

### Futile Deliveries – If a consignment is refused at point of delivery and/or is not available at loading point, a futile delivery/trip charge may be imposed at the Carrier’s discretion (Quoted rates will apply).

### Uncrated machinery and/or Unconventional freight will be charged on the amount of ‘Trailer Space’ required, normal cubic measurements will not apply. This charge will be subject to individual assessment.

### After hours, or on Saturday mornings, weekends or public holidays, pick-ups/deliveries are available by prior arrangement and quotation rates do not apply and any price is on application only.

### Purchase Orders. Any relevant ‘Purchase Order Number’ must be provided in the reference section on the consignment note.

### Demurrage/Storage: Containers incur demurrage costs from the relevant shipping company once free days are expired after container is discharged from the vessel. Storage charges will be incurred at the wharf and LCL depot once 3 days have expired including the first day of availability. Documentation must be received by the Carrier 48 hours prior to the arrival of the vessel.

## Any claims for overcharges, other than mathematical error apparent on the face on any invoice, are waived by the Consignor unless the claim is made in writing within 21 days of the date of the relevant invoice.

## The Carrier may charge the Consignor, in accordance with its schedule of rates, in respect of any delay in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period will commence upon the Carrier reporting for loading or unloading. Labour to load or unload is the responsibility and expense of the Consignor or consignee.

## If the Consignor instructs the Carrier that the Carrier’s charges will be paid by the consignee or any other third party and the consignee or third party does not pay the Carrier’s charges within seven days of the date of delivery or attempted delivery of the Goods, the Consignor must pay such charges.

## Where the Carrier stores Goods for the Consignor, the Consignor must:

### pay the Carrier’s expenses and charges to comply with any Law including any customs, excise or warehouse charges;

### supply or pay for labour or machinery, or both, to load or unload the Goods;

### compensate the Carrier for any cost, expense or loss to any property caused by the nature of the Goods; and

### if the Goods are at any time requantified, reweighed or remeasured, pay any proportional additional charges.

# DANGEROUS GOODS

## If the Carrier agrees to provide Services with respect to Dangerous Goods:

### such Goods must be accompanied by a written declaration disclosing the nature of such Goods; and

### the Consignor must comply with all Law with respect to Dangerous Goods, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*.

## All consignments of Dangerous Goods must be accompanied by the appropriate Emergency Procedure Guide information. Failure to declare a consignment as dangerous prior to Carriage will result in the consignment not to be delivered until required documentation is provided.

## If, in the opinion of the Carrier, acting reasonably, the Goods are or are liable to become of a dangerous or flammable or damaging nature and pose a threat of property damage or personal injury, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Consignor and without prejudice to the Carrier's right to charge for any Services.

# FORCE MAJEURE

## If, because of a Force Majeure Event, the Carrier is unable to carry out an obligation under any agreement incorporating these conditions:

### the Carrier must give the Consignor prompt written notice and reasonable particulars of the Force Majeure Event and, so far as is known, the probable extent that the Carrier will be unable to perform or be delayed in performing its obligation; and

### the relevant obligations of the Carrier and the Consignor (other than any obligation of the Consignor to pay money), so far as they are affected by the Force Majeure Event, will be suspended during the continuance of the Force Majeure Event.

## If the Carrier gives a notice under clause 17.1, the parties must meet promptly and, in any event within fourteen days, and each use reasonable endeavours to reach a mutually acceptable solution to alleviate any hardship or unfairness caused to either party as a result of the Force Majeure Event.

# NOTIFICATION OF CLAIM

## Notwithstanding any other provision of these conditions (other than clause 19), the Carrier will, in any event, be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to the Carrier:

### in the case of Goods allegedly lost or Damaged in the course of loading, unloading or transit, within seven days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected; or

### in the case of Goods allegedly lost or Damaged during Storage, within seven days of the date of removal or attempted removal of the Goods from Storage.

## The Carrier will, in any event, be discharged from all liability whatsoever in respect of the Goods unless legal proceedings are commenced:

### in the case of Goods allegedly lost or Damaged in the course of loading, unloading or transit, within twelve months of their delivery or of the date on which, in the ordinary course of business, they should have been delivered; or

### in the case of Goods allegedly lost or Damaged during Storage, within twelve months of the date of removal or attempted removal of the Goods from Storage.

# APPLICABLE LEGISLATION

## Notwithstanding anything contained in these conditions, the Carrier will continue to be subject to any terms, conditions, guarantees or warranties imposed or implied by the *Competition and Consumer Act 2010* (Cth) or any other Commonwealth or state legislation but only in so far as such legislation applies and prevents the exclusion or modification of any such term, condition, guarantee or warranty.

## The Carrier, Consignor and consignee must comply with all Law, including Chain of Responsibility Law.

## The Consignor must not impose any requirement on the Carrier that would directly or indirectly encourage or require the Carrier or any person on behalf of the Carrier to speed, drive while fatigued or otherwise perform the Services in an unsafe manner or in breach of Law.

# ENTIRE AGREEMENT

## The entire agreement between the parties as to the terms on which Services will be provided is contained in these conditions and there are no other understandings, representations or agreements between the parties that are not set out in these conditions.

## The Carrier will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Carrier by an authorised officer of the Carrier.

# GENERAL

## This agreement will be construed in accordance with the Law in force in New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of new South Wales and courts entitled to hear appeals from those courts.

## The failure of a party to take action to enforce its rights under any agreement incorporating these conditions or the granting of any time or indulgence will not be construed as a waiver of the provision nor as a waiver of the right of the party at a later time to enforce its rights under any agreement incorporating these conditions.

## Where the Consignor or consignee comprise two or more persons, an agreement or obligation to be performed or observed by the Consignor or consignee binds those persons jointly and severally.

## If any provision of these conditions is invalid, illegal or unenforceable, that provision will, to the extent that it is invalid, illegal or unenforceable, be treated as severed from this agreement, without affecting the validity and enforceability of the remaining provisions.

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