



TERMS AND CONDITIONS

1. In these conditions "The Carrier" shall mean P.T. & T.K. KENNEDY TRANSPORT PTY LTD. carrying on business in its own name and under any Business Name and unless the context otherwise requires its officers, servants, agents and sub-contractors. THE CARRIER IS NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of goods for any reason, corporation or company and the carriage or transport of any class of goods at its discretion.

2. The goods are accepted by the Carrier subject to the following conditions; (a) That they comply with the requirements of any applicable law (including the Australian Code for the Transport of Dangerous Goods by Road and Rail and Air Navigation orders Part-33) relating to the consigning and packaging of the goods and the expenses and charges of the carrier in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs warehouse or other authority or company shall be paid by the consignor, (b) if any goods are subject to the control of the Customs all customs duty, excise duty and costs which the carrier becomes liable to pay and shall pay in respect of such goods pursuant to any law relating to customs or excise shall be paid by the Consignor, (c) That the Consignor has complied with all applicable laws relating to dangerous goods by fully describing in writing whether on the consignment note or separately the name and nature and the value of all such goods of a noxious, dangerous, hazardous or inflammable nature or capable of causing damage or injury to any other goods, carried, packed or stored, which are liquid and any additional freight charges shall be paid on such goods if deemed necessary by the Carrier, (d) The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Carrier by an officer of the Carrier, (e) The Carrier shall be entitled to open any document wrapping package or other or destination where any consignment note or other identifying document or mark is lost, damaged, destroyed or defaced.

3. (a) SUBJECT TO CLAUSE 20 HEREOF the Carrier shall not be under any liability whether in ton or in contract for any loss or damage to or misdelivery, delay in delivery, concealed damage, deterioration, contamination, evaporation, non-delivery of goods held in its care, custody or control, or any consequential loss arising therefrom howsoever caused including but not limited to any negligence or breach of contract by the Carrier. (b) In the event of this Contract of Carriage including any handling, installation, removal, assembly or erection of any kind whatsoever it is undertaken on the strict basis that the Carrier accepts no liability whether in tort or contract for any loss damage or injury of any kind whatsoever howsoever arising (including but not limited to any negligence or breach of contract by the Carrier) caused or incurred or incurring during any part of the movement. The disclaimer extends to include not only loss or damage to itemised equipment itself but loss damage or injury to any person, property or thing damaged during the movement and to include any loss consequently or otherwise arising from any loss damage or injury aforesaid howsoever caused including but not limited to any negligence or breach of contract by the Carrier.

4. 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 the expense incurred by the Carrier arising from any failure so to conform.

5. Freight shall be considered earned whether the goods are delivered to the Consignee or not, and whether damaged or otherwise. Under no circumstances will any payment for freight be refunded.
6. 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 (7) days of the date set for payment or within (7) days of delivery or tendered delivery of the goods then the Consignor shall pay the said charges.
7. The Carrier may charge freight by weight, measurement or value, and may at any time re-weigh or re-measure or require the goods to be re-weighed, re-valued or re-measured and charge proportional additional freight accordingly.
8. These conditions shall be governed and construed in accordance with the laws of the state in which the consignment note is issued and any proceedings against the Carrier shall be brought in that State and not elsewhere within twelve (12) months from the date of the contract.
9. Should the Consignee of the goods described on the consignment note be in attendance during normal working hours or at the time specified or if the Carrier arrives to effect delivery at the Consignee's premises and is delayed in effecting prompt delivery at the said premises for any reason whatsoever outside the Carrier's control, then the Carrier reserves the right to make an additional charge for every call made or for the amount of time of any delay until delivery is effected.
10. The Carrier will deliver goods at intermediate points only by special arrangement and then only provided suitable facilities are available at all hours.
11. The Carrier may carry all goods or have them carried or onforwarded by any method which the Carrier in its absolute discretion deems fit and notwithstanding any instructions verbal or otherwise that the goods are to be carried by a certain mode. The Carrier reserves the right to charge for demurrage at the rate charged to the Carrier directly or indirectly by any Railway or Shipping Authority or by any other person, firm or company.
12. The Carrier may arrange for the carriage of the goods by any independent contractor or sub-contractor of the Carrier.
13. In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of the 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 so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if in so far as may be necessary to give effect to this clause the Carrier shall hold the benefit of these conditions (or his servants and for any such person or company and his or its servants).
14. All the rights, immunities of liability in the above 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 conditions hereof by the Carrier.
15. (a) PACKING. In regard to goods which the Carrier had been requested by the Consignor to pack and which are described on the face hereof, the Carrier shall not be liable (or any damage or loss whatsoever whether in the course of packing or in transit or otherwise and howsoever occasioned to the said goods or any of them). (b) When the Carrier is required to load or unload any liquids, partly liquids, substance or any commodities or products into bulk tanks or vessels, drums or containers he shall not be liable for any loss, damage or contamination of the product during any such loading or unloading operation or packing, whilst such product is in transit by any means of transportation or whilst goods are held in store or bulk storage tanks for any reason whatsoever.

16. The goods are accepted subject to a general lien for all charges now due or which may hereafter become due to the Carrier by the Consignor or any account whether in respect of the goods comprised herein or in respect of any goods for which the Carrier provides transport or any other service. If the lien is not satisfied and/or the goods are not collected, the Carrier may at its option and without notice, in the case of perishable goods forthwith and in any other case upon the expiration of one month either (i) remove such goods or part thereof and store them in such place and manner as the Carrier shall think proper and at the risk and expense of the Consignor or as the case may be or (ii) open any package and sell such goods or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for any loss or damage thereby caused.

17. INSURANCE WILL NOT BE ARRANGED BY THE CARRIER EXCEPT WITH THE EXPRESS INSTRUCTIONS IN WRITING OF THE CONSIGNOR AND THEN ONLY AT HIS EXPENSE AND ON LODGEMENT OF A DECLARATION AS TO VALUE PRIOR TO COLLECTION. When insurance cover has been arranged by the Carrier transit damage must be notified within 48 hours otherwise claims will not be recognised. In the case of a claim for goods lost in transit all claims shall be notified within 14 days or claims will not be recognised. Subject to the provisions contained in this clause, insurance is not included in any quotation made by the Carrier unless specifically set out therein.

18. In respect of contracts made in Queensland these conditions shall be read subject to the Carriage of Goods by Land (Carrier's Liability) Act 1967 of that State but except where repugnant to the provisions of that Act shall continue to apply.

19. The Consignor authorises the Carrier (if the Carrier should think fit so to do) to contract either in the Carrier's name as principal or as agent for the carriage of the goods or for leasing or using any container in which the goods may be placed or packed and to give any receipt for the goods or any container whether subject to any terms and conditions or not and any such contract will be made upon the terms and subject to the conditions of any Bill of Lading or other forms or terms of contract (or carriage whether by sea, rail, road or air or of any lease agreement, equipment handover agreement, interchange receipt or any other document as the case may require).

20. NOTWITHSTANDING THE PROVISIONS HEREOF THEY SHALL BE READ SUBJECT TO ANY IMPLIED TERMS, CONDITIONS OR WARRANTIES IMPOSED BY THE TRADE PRACTICES ACT 1974 (CMTH) OR ANY OTHER COMMONWEALTH OR STATE LEGISLATION INSOFAR AS SUCH MAY BE APPLICABLE AND PREVENTS EITHER EXPRESSLY OR IMPLIEDLY THE EXCLUSION OR MODIFICATION OF ANY SUCH TERM, CONDITION OR WARRANTY.