



PTY.
LTD.

TRANSPORT, DISTRIBUTION & STORAGE CONTRACTORS
CONTAINER SPECIALISTS

CONDITIONS OF CARTAGE

1. Secon Carriers Pty. Ltd. which expression includes its servants, agents and sub-contractors (hereinafter called 'the Carrier') is not a common carrier and accepts no liability as such. The Carrier reserves the right to refuse the carriage of any class of goods at its discretion.
2. All goods are handled, lifted and/or carried at owner's risk. The Carrier shall not be liable for any loss or damage of whatsoever kind however occasioned at anytime or whether caused by any acts, defaults or negligence of the Carrier or otherwise however so.
3. The Consignor hereby authorizes the Carrier to arrange with any other person or company to undertake the carriage of goods hereby contracted for in the event of the Carrier entering into such arrangement. It shall be deemed to have done so as agent for such person form or company shall be entitled to the benefit of these conditions to the same extent as the Carrier.
4. The Consignor hereby accepts liability for any damage or loss of any goods whilst in the Carrier's custody during storage or in transit by any intervention, war, strike, seizure under legal process, accident, misadventure, fire or water.
5. Insurance of goods will not be effected by the Carrier for the benefit of the Consignor or any other person except upon the Consignor's written instructions and then only at the Consignor's expense.
6. The Consignor or his authorised agent shall not tender for the carriage of any explosive, inflammable or otherwise dangerous or damaging goods without first presenting to the Carrier a full description of these goods in default of so doing shall be liable for all loss and damage caused to the Carrier.
7. Freight shall be considered earned as soon as the goods are loaded and despatched, whether the goods are delivered to the Consignee or not and whether damaged or otherwise.
8. The Consignor will be and remains responsible to the Carrier for all its proper charges incurred hereunder.
9. The Carrier may and is hereby expressly authorised by the Consignor to carry all goods or to have them carried by any method as the Carrier in its absolute discretion deems fit and notwithstanding any instruction verbal or otherwise by the Consignor that the goods are to be carried by another method.
10. A charge will be made by the Carrier in respect of any delay in excess of 15 minutes in loading or unloading occurring other than from the default of the Carrier, such delay period commencing upon the Carrier reporting for loading or unloading. Such charges shall be paid by the Consignor.
11. These conditions of cartage and any matter or thing relating thereto shall be construed according to the laws of the State of Victoria and any proceedings brought against the Carrier pursuant to this Contract of Cartage from loss or damage shall be brought in that State PROVIDED THAT Notice of such loss or damage shall have been received by the Carrier in writing specifying the full details of same within 3 months from the date upon which such loss or damage was incurred.
12. If not withstanding the above conditions the Carrier is nevertheless liable to the Consignor in respect of the carriage of the said goods, the Carrier will not be held liable for any claim greater than \$20.00.
13. Under no circumstances shall the Carrier be responsible for any injurious act or default by any employee of the Carrier.
14. The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and is signed by the Carrier or on its behalf by its duly authorised officer.
15. The Carriers charges for the carriage of the said goods shall be paid by the Consignor within 7 days from the day appearing on the front of this document.