

TERMS AND CONDITIONS OF CARRIAGE

1. Definitions used in these Terms and Conditions: In these terms and conditions, "Carrier" refers to National Freight Services & Logistics PTY LTD (ACN 660 284 917) its assignees' and sub-contractors, "Consignment Note" means this agreement to transport Goods on behalf of the Applicant. "Applicant" refers to the person or corporation named as such in this Consignment Note who has contracted the Carrier to undertake the service of transporting the Goods from one destination to another. "Goods" refers to any item intended to be transported by the Carrier at the request of the Applicant.
2. The Carrier is not a common carrier and as such reserves the right to refuse to carry Goods or provide services to the Applicant, at its sole discretion. The Carrier may arrange with any other person or company to undertake the carriage of Goods which have been contracted to the Carrier for delivery by the Applicant. Such person or company so contracted by the Carrier including its servants, agents and employees shall be entitled to the full benefit of these terms and conditions as permitted by Law and to the same extent as the Carrier;
3. The carriage of all Goods is subject to and conditional upon the Applicant or their authorised agent: (a) accurately estimating the true weight of the Goods which weight must be estimated within 5% of the true weight (b) not tendered for carriage of any explosive, inflammable, or otherwise dangerous, hazardous or damaging Goods without first presenting in writing delivered to the Carrier by way of email to operations@nfs.com.au a full description of such Goods to the Carrier which must be prior to the approval for collection of such Goods; and (c) must not be time sensitive or at a particular destination at a certain time, unless the Carrier has confirmed to be bound by such time sensitivity in writing and prior to the collection of the Goods. In default of such condition, the Applicant agrees unequivocally and without any right of offset, setoff or deduction in any manner and will indemnify the Carrier and continue to indemnify the Carrier on a full client solicitor basis, for any and all loss and damage including but not limited to fines, loss of Goods in transit, or any other type of loss of any nature or description caused as a result of such failure to comply.
4. Payment for delivery of Goods will be on a case by case basis, however, for the benefit of doubt, will be in the first instance cash on delivery for all non-account customers and 14 days from date of invoice for account customers.
5. The Applicant will be and remain responsible for the Carrier for all its proper charges incurred including but not limited to, transport, and storage fees, administration fees, interest on any overdue payments at the rate of 16.5% per annum, fines for overloading caused by the Applicants negligence and any other reasonable charge, without the right of setoff or deferment of payment unless such payment is paid into the trust account of Carriers nominated solicitor pending resolution of the claim.
6. The Carrier will be entitled to charge the Applicant as liquidated damages, for any delay in excess of twenty (60) minutes at a rate of \$175.00 per hour thereafter, in order to cover the reasonable out of pocket expenses of the Carrier with respect to inter alia (a) lost wages, (b) demurrage time, (c) truck downtime, (d) loading or unloading the Goods (including removing Goods due to overloading and the independent third party costs for such removal), which may occur other than from the default of the Carrier. Such permissible delay period commencing upon the Carrier reporting for loading or unloading, labour and equipment required for such purpose being the sole responsibility and expense of the Applicant or Consignee.
7. The Carrier is not insured for loss or damage to Goods being transported or stored on behalf of the Applicant. The Applicant must as a precondition to transport the Goods take out a separate insurance policy at its own cost and expense for any Goods in carriage or storage with the Carrier. Under no circumstances will the Carrier be liable for any loss or damage suffered by the Applicant or any other person, howsoever caused or arising, whether the act be authorized or unauthorized under this contract, or whether caused by the negligence and/or recklessness and/or wilful misconduct of the Carrier or its servants, agents, employees, subcontractors or otherwise, nor from any loss or damage resulting from or attributable to any quotation, statement, representation or information, oral or written, made or given on behalf of the Company or its servants, agents, employees or subcontractors as to the classification of, liability for, amount, scale or rate of customs duty, excise duty or other impost or tax applicable to any goods in carriage or subject of any service provided by the Carrier. Such limitation extends to but is not limited to, storage or in transit by road, rail, steamship, air freighting or other means due to but not limited to total loss, civil commotions, acts of God, intervention, war, strikes, seizure under legal process, accident, misadventure, theft, fire or water.
8. The Carriers insurance of Goods in storage or transit will not be effected for the benefit of the Applicant accepts upon their prior written instruction and then and only then at the Applicants prior expense.
9. Unless otherwise expressly agreed in writing no responsibility will be accepted by the Carrier for any late delivery, loss of, or damage to, or misdelivery, or non-delivery of Goods, packages, crates or cases, etc, or the contents thereof either in transit or in storage for any reason.
10. The person issuing the Consignment Note warrants that he or she is the authorised representative of the Applicant and in signing this Consignment Note further warrants that he or she is the authorised employee, agent or servant of the Applicant and is acting with the full consent and permission of the Applicant necessary to bind the Applicant to these terms and conditions.
11. In consideration for undertaking the carriage of the Goods for the Applicant and to better secure the Carriers payment for the services referred to in this Consignment Note, the Applicants employee, servant or agent signing this credit application form warrants that they are authorised to charges in favour of the Carrier, the Goods and all other property of the Applicant, whether real or contingent and of any description owned by the Applicant for the benefit and security of payment of any sum outstanding to the Carrier and

authorises, from time to time, the Carrier to register a security interest with the land titles office and/or the Personal Property Security Register to secure such interest.

12. These Terms and Conditions as updated from time to time will be imported into this and every subsequent transfer of Goods performed by the Carrier.
13. The Carrier does not have an account with Chep, Loscum or the like with respect to pallets in its care or custody and will not be responsible in contract or tort whether written, oral or implied with respect to any loss of such pallets.
14. These Terms and Conditions and represent the full terms and conditions between the parties and replaces all other agreements whether written or oral other than what is contained in these terms and conditions.