

- 1 In these conditions unless the context otherwise requires:
 - a. the Carrier' shall mean ALG Trust Trading as Goodall Transport QLD ABN 77 885 411 689
 - b. reference to Carriage of Goods Include the whole of the service (including any packing, handling or storage) undertaken by the Carrier in respect of the Goods.
 - c. 'Charges' include freight.
 - d. 'Consignor' shall mean the head contractor referred to overleaf.
 - e. 'Container' shall include any trailer, wagon, tanker or pallet.
 - f. 'this Contract' means the contract between the Consignor and the Carrier.
 - g. 'damage' includes deterioration and destruction.
 - h. 'the Goods' means each and every part of the cargo (living or otherwise) for carriage. The expression shall extend to any container, trailer or other property provided by the Consignor or any other person beside the Carrier.
 - i. 'Loss' includes expenses and includes consequential losses.
 - j. the singular includes the plural and vice versa; reference to one gender includes all genders; reference to a person includes a company or other body and vice versa
 - k. if the Consignor consists of two or more persons they shall be jointly and severally bound by this Contract.
 - l. reference to Legislation includes amendments and substitution legislation.
 - m. reference to the Consignor or the Carrier includes in each case its successors and assigns
- 2 Not Common Carrier. The Carrier is not a common carrier and will accept no liability as such. All goods are carried subject only to these conditions and the Carrier reserves the right to refuse the carriage of articles for any person. corporation or company and carriage of any class of article at its discretion.
- 3 Head Contracts. The Consignor warrants:
 - a. it has, and retain, a contract with its principal (in relation to the carriage of the goods) which includes the consignors standard conditions and carriage.
 - b. those standard conditions of carriage are expressed so as to provide the Consignor's subcontractors with such exemption from liability for and in relation to carriage of the Goods as is permitted by law,
The carrier ratifies and accepts the benefits of such protection.
- 4 Trade Practices Act etc.: Where warranties, conditions or obligations (hereafter called 'obligations') are imposed or implied in the Consignor's favour by the Trade Practices Act or otherwise whatsoever and cannot be excluded these terms and conditions are to be read and construed as subject thereto. Where such obligations can be excluded they are. Where such obligations (or liability arising therefrom) cannot be excluded but can be restricted or modified then such restrictions or modifications shall apply to the fullest extent permitted by law.
- 5 Subcontract. The Carrier shall be entitled to subcontract on any terms the whole or any part of the carriage of the goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.
- 6 Risk and Liability. Save to the extent (if any) that these terms and conditions provide otherwise, the Goods are in the sole risk of the consignor and the Carrier shall not be liable to the Consignor or any other person in contract, tort, bailment or otherwise whatsoever for or in relation to carriage of the goods including (without limitation) far or in relation to delay or deviation or misdelivery or nondelivery or any loss or damage to the Goods irrespective of whether or not the Goods are perishable or fragile or otherwise and whether or not the loss or damage or other matter or thing .
- 7 It is agreed that all rights, limitations and immunities in favour of the Carrier which are contained in these terms and conditions shall survive any termination of this Contract.
- 8 Should there be any conflict between the Carrier's protection under these terms and conditions and protection afforded the Carrier be reason of the Consignor's head contract then these terms and conditions shall prevail to the extent necessary to resolve conflict. 'Conflict' does not include additional protection.
- 9 Extended Protection from Liability. Every exemption, limitation, condition and liberty herein contained and very indemnity, right exemption from liability, defence and Immunity of whatsoever

nature applicable to the carrier or to which the Carrier is entitled hereunder shall also be available to and shall extend to protect.

- a. all the Carriers subcontractors
- b. every servant or agent of the Carrier or of the subcontractor
- c. every other person (other than the Carrier) by whom the carriage or any part thereof is performed or undertaken
- d. all person who are or might be vicariously liable for the acts of omissions of any person failing within (a), (b), or (c) hereof

For the purpose of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of all such persons and each of them shall to that extent be or be deemed to be parties to this contract

- 10 Method of Transport and Handling. If it has been agreed that the Carrier use a particular method al transport or handling, the Carrier will give priority to the method designated but if that method cannot conveniently be adopted by the Carrier the Consignor hereby authorises the carrier to adopt such or other method or methods as the Carrier sees fit. 'Method' shall include mode.
- 11 Deviation. The Consignor hereby authorises any deviation in route which may in the absolute discretion of the carrier be deemed or necessary in the circumstances.
- 12 When Charges Earnt. All charges shall deem to have been earnt when the Carrier takes possession of the goods and under no circumstances (save as may he provided for in these terms and conditions) shall any charge be refundable, discounted or abated whether because the Goods are not delivered or delivery is delayed or the Goods are delivered In a damaged condition or lost or for any other reason.
- 13 Charge shall be payable on demand.
- 14 Unless otherwise provided, all charges are to be paid by the Consignor. If charges are to be paid by some other person then if they are not paid when due they shall be payable by the Consignor upon demand by the Carrier.
- 15 Additional Charges. The Carrier shall be entitled to make reasonable charges in relation to services, costs or expenses not otherwise provided for. The other provisions if this Contract relating to payment of charges shall be construed to include any such additional charges.
- 16 Loading/Unloading/Deliver. Labour to load and unload shall be the responsibility of, and at the cost of, the Consignor.
- 17 Reasonable charges may be made by the Carrier in respect of any delays in loading or unloading which are not the fault of the Carrier.
- 18 The Carrier shall be deemed to have delivered the Goods in accordance with the Contract if at the address for delivery he obtains from any person a signed receipt or delivery docket.
- 19 If delivery of Goods is not taken at the place for delivery, the Carrier may without notice unload Goods and/or store the Goods in the open or undercover and with or without refrigeration and any such unloading/storage shall be deemed to constitute delivery and thereupon all liability of the Carrier in respect of the Goods shall cease. . .
- 20 Insurance. If the Consignor is to obtain (or advises that he has obtained) insurance cover in relation to the Goods which extends to cover to the Carrier then the Consignor warrants that he will have and will retain that cover and that, save to the extent he may have advised otherwise in writing prior to this Agreement, that cover:
 - a. will extend to protect the Carrier in relation to carriage of the Goods will do so whether or not any loss or damage is due to fault on the Carriers part. .
 - b. waives any claim by the Insurer against the Carrier for or in relation to payments under the policy.
- 21 Time of Essence. Time shall be of the essence with regard to the Consignors performance of its obligations under this contract.
- 22 Lien. Goods are received and held by the carrier subject to a general lien for moneys due to the Carrier and for other proper charges or expenses upon or in connection with the Goods or in connection with any other services rendered or accommodation provided by the Carrier to the Consignor.
- 23 Where any lien remains unsatisfied within (7) days from the date on which the Carrier gave notice of its exercise ,of its lien to the Consignorthe Goods may at the Carrier's discretion be sold by public auction or private treaty and the proceeds of sale applied in or toward the satisfaction Of every such lien and all proper

charges and expenses in relation thereto (including the expenses of the sale) and the Carrier shall account to the Consignor for any surplus.

- 24 Dangerous Goods. If the Carrier accepts dangerous goods for carriage such goods will be accompanied by a full declaration from the Consignor of their nature and contents and (where applicable) be properly and safely packed by the Consignor in accordance with statutory or other obligations applicable to the carriage of those goods. 'Dangerous Goods' include which are liable to become dangerous. The expression includes explosive or inflammable goods and includes goods which may cause damage to other goods or to property of any kind.
- 25 The Consignor shall indemnify the Carrier from and against all loss, damage or injury however caused arising out of the carriage of any dangerous goods whether declared as such or not and whether or not the Consignor was aware of the nature of the goods.
- 26 The Carrier may (without liability or deduction in fees) destroy or abandon or otherwise deal with dangerous goods if he has reasonable cause to do so. 'Reasonable Cause' shall be deemed to include the protection of other goods or property including the means of transport of the Goods.
- 27 Packing/Laws/Excise etc. The goods are accepted by the Carrier subject to, and the Consignor will comply with, the following conditions:
 - a. that the Consignor will ensure that the goods comply with the provisions of any law relating to the nature, condition and packing of the goods.
 - b. That the Consignor will pay or bear the costs of any duty or excise payable in respect of the Goods and will ensure that the Goods comply with the requirements of any authority governing transport over air, highway, port or railways and that any costs so incurred by the Carrier in respect of any duty or excise will be reimbursed by the Consignor.
 - c. The Goods are for, and properly packed for carriage.
- 28 Description. The Consignor warrants that the nature and type of the Goods have been fully and accurately described to the Carrier.
- 29 Authority etc.
 - a. It is agreed that the person delivering the goods to the Carrier for Carriage is authorised to sign this agreement for and on behalf of the Consignor.
 - b. Insofar as any person besides the Consignor owns or has any other right or interest in the Goods, the Consignor warrants that in agreeing to these terms and conditions he does so not only in his own right but, also as authorised agent of any such person or persons.
 - c. Without prejudice to the generality of this foregoing, the Consignor undertakes to 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 hereafter have interest in the Goods or any part thereof.
- 30 Storage. The Consignor acknowledges that the ambit of clause 5.1 above extends to storage of Goods.
- 31 At the Carrier's discretion the goods may be stored at any place and at any time and be removed from any place at which they are stored to any other place to be stored.
- 32 Indemnity. The Consignor will indemnify and save harmless the Carrier from and against;
 - a. any expense, claim, loss or damage arising from loss or damage to property of the Carrier or other arising from or in the course of carriage of the Goods save for normal wear and tear.
 - b. any loss, damage, claim or expense arising from breach of the Agreement by the Consignor or from the Consignor incorrectly describing or advising the weight of goods or from the Consignor unreasonably detaining any property of the Carrier.
- 33 Force Majeure. Where the Carrier is unable, wholly or in part, by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Carrier ("force majeure", to carry out any obligation under this Agreement and the Carrier;
 - a. gives the Consignor prompt notice of such force majeure with reasonably full particulars thereof and, insofar as is known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
 - b. uses all reasonable diligence to negate or remove that force majeure as quickly as possible. That obligation is suspended, so far as it is affected by force majeure during the continuance thereof.

- 34 The requirement that any force majeure shall be negated or removed with all reasonable diligence shall not require the settlement of strikes, lockouts or other labour disputes, or claims or demands by any government on terms contrary to the wishes of the Carrier.
- 35 Law. This contract shall be governed by the laws for the time being in force in the State of Queensland.
- 36 Jurisdiction. The parties to this agreement consent to any dispute arising under or out of this agreement being subject to the Courts of the State of Queensland.
- 37 Entire Agreement. These terms and conditions together with any printed on reverse hereof contain the whole of the agreement between the Consignor and the Carrier in relation to the Carriage of the Goods and any previous agreements are hereby negated.
- 38 Representations. The Consignor states that he did not rely on any representation, promise, warranty or condition not expressly made (in writing) part of the Contract.