

## CONDITIONS OF CARRIAGE, HANDLING AND WAREHOUSING OF GOODS

### Definitions

- In this document the following definitions apply:
- **Agreement** means the contract of carriage of the Goods incorporating these terms and conditions.
- **Carrier** means HBM Nominees Pty Ltd T/as Jayde Transport its employees, servants, agents and subcontractors.
- **Consignor** means any person to whom the Carrier delivers or is intending to deliver the Goods
- **Consignee** means any person to whom the Carrier delivers or is intending to deliver the Goods.
- **Customer** means the person requesting the Carrier to provide the Services and making payment to the Carrier.
- **Goods** means any goods, substance or thing delivered or tendered to the Carrier for carriage and/or storage under this Agreement and includes any container, pallet or packaging which the Goods are in or on.
- **Services** means the service, including transport, warehousing and logistics tasks to be provided by the Carrier or its Subcontractor, to the Customer pursuant to this Agreement.
- **Subcontractor** means any persons (including a person operating a railway) the Carrier uses to perform all or part of the Services instead of the Carrier, and any person who is an employee, servant, agent or subcontractor of such a person.

A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

### Terms and Conditions

1. These conditions continue to apply despite any breach by the Carrier or by a Subcontractor, even if the breach is of a fundamental term.
2. The Carrier is not a common carrier and will accept no liability as such.
3. The Carrier reserves the right to refuse to carry or deal with any goods or class of goods for any person at its discretion.
4. The Customer warrants that, when the Customer gives, or arranges for another person to give, the Carrier or a Subcontractor Goods for carriage, the Customer is acting as agent for each person who has an interest in the Goods. Each of them is a party to the contract and is bound by these conditions in the same way as the Customer.
5. The Carrier is entitled to depart from instructions given to it by the Customer (including deviating from the usual route or changing the place of storage or mode of carriage) at the Carrier's discretion.
6. The Customer hereby authorises the Carrier, if the Carrier should think fit to do so, to use a Subcontractor to perform all or part of the Services instead of the Carrier. The Carrier enters into this Agreement as agent or trustee for any Subcontractor used. Each of them is a party to each agreement the Carrier enters into with the Customer. This Agreement applies as if the Subcontractor were the Carrier. The Carrier, or a Subcontractor, may agree with a Subcontractor to any terms that that Subcontractor requires. Those terms will be binding on the Customer. However, the Subcontractor may choose whether to rely on the terms of this Agreement or the terms on which it agrees to perform the Services or part of them.
7. The Carrier delivers the Goods when it leaves them at the place the Customer nominates. If no-one is there, the Carrier may choose whether to leave the Goods there, store them or return them to the Customer. If the Carrier decides to store the Goods, or to return them to the Customer, the Customer must pay the Carrier's reasonable charges. If the Customer asks the Carrier to on forward Goods, the Carrier delivers them when it gives them to the onforwarding agent.
8. Any storage of Goods by the Carrier or arranged by the Carrier shall be as agent of the Customer and shall be solely at the Customer's risk.
9. A receipt from a person at the destination is proof of delivery.
10. The Customer hereby warrants that the Goods are properly packaged, labelled, unitised, scheduled and identified to the Carrier and without limiting the foregoing warrants that:
  - 10.1 The Goods are specifically declared and fully described in the space provided on the consignment note:
  - 10.2 Except as specifically declared and fully described in the space provided on the consignment note, including attachments to the consignment note, the Goods do not include:
    - 10.2.1 Goods which are liquid, explosive, inflammable, radioactive, corrosive, poisonous, infectious or otherwise of a dangerous, hazardous or noxious nature which are capable of causing damage or injury to any person, property, animal, store, vessel, vehicle, aircraft or other conveyance in which or with which such Goods may be loaded, carried, packed or stored;
    - 10.2.2 Goods the carriage or storage of which would be illegal or prohibited by any law or regulation relating to the nature, conditions, packaging or labelling of such Goods; or
    - 10.2.3 Goods of a kind which are subject to special rates of carriage;
  - 10.3 It has complied with all laws and regulations relating to the nature, packaging, labelling, storage or carriage of the Goods and that the Goods are packed in a manner adequate to withstand the ordinary risks or storage and/or carriage having regard to their nature;
  - 10.4 It has disclosed in writing to the Carrier prior to this Agreement any matter relating to the nature of the Goods or any particular care and attention which should be applied to the Goods and which could affect the likelihood of them being damaged or causing loss, damage or injury to any persons or property.
11. The Carrier is entitled to open anything in which the Goods are placed or carried in order to inspect them to find out their nature, condition or destination, or who owns them. The Carrier shall not be liable for any loss or damage to the Goods caused by or arising directly or indirectly as a result of such opening and inspection.
12. Subject to Clause 27, the Carrier reserves the right to unpack any unitized freight and shall not be liable for any loss or damage to the Goods caused by or arising directly or indirectly as a result of such unpacking.
13. If the Carrier thinks that the Goods are or may become dangerous or offensive, it may do anything it believes appropriate to avoid or minimise any loss, damage or offence. This includes destroying the Goods. This does not affect any other rights the Carrier may have.
14. The Customer must comply with all legal requirements, and any requirements of the person to whom we deliver the Goods, in relation to the Goods, including requirements relating to their shape, packaging, labelling and transportation.
15. The Customer is liable for any loss or damage to the Goods caused directly or indirectly by their packaging.

16. At the end of the carriage, the Customer must make sure that the Customer returns to their owner any containers, pallets or packaging which is delivered to the Carrier with the Goods.
17. The Customer must pay the Carrier's charges for its Services. The Carrier's charges shall be considered earned as soon as the Goods are received by the Carrier for carriage and/or storage and under no circumstance, subject to Clause 27, will any charges paid to the Carrier be refunded.
18. The Customer can arrange for someone else to pay the Carrier's charges. However, the Customer remains liable to the Carrier. If the Customer is not told that payment is required when the Goods are received by the Carrier, the Customer must pay within 7 days after that day. The Customer must pay the Carrier whatever happens to the Goods – even if they are lost, damaged or destroyed.
19. In the event of the Carrier granting credit facilities to the customer then the following terms shall apply.
  - 19.1 Payment of all accounts is required by the due date in accordance with your payment terms.
  - 19.2 Should the Customer default in the payment of any monies due under this agreement all monies due to the Carrier shall immediately become due and payable and shall be paid by the customer within SEVEN (7) days of the date of formal written demand being issued. The carrier shall be entitled to charge interest at the carrier's banks and overdraft interest rate from the date of default until the date of settlement.
  - 19.3 Any expenses, costs or disbursements incurred by the Carrier in recovery or attempting to recover any outstanding monies including debt collection agency fees and solicitors costs shall be paid by the Customer, regardless that such expenses may be billed to the Carrier.
  - 19.4 The Carrier shall be entitled without notice to terminate any credit agreement with the Customer in the event of the Customer defaulting in any of the terms and conditions contained herein.
20. In the case of Goods of a kind referred to in clauses 10.2 or 10.4 the Customer shall pay any additional freight charges in respect of such Goods as may be deemed necessary by the Carrier.
21. The Carrier may charge by weight, measurement or value and may at any time reweigh, remeasure or revalue the Goods or require that the Goods be reweighed, remeasured or revalued and in the event of there being an increase in the weight, value or measurement of any of the Goods, then the Carrier may claim an additional charge:
  - 21.1 Proportional to the increase disclosed; and
  - 21.2 On account of any penalty incurred by it as a result of the incorrect weight, measurement or value
22. The Customer must pay the Carrier an additional reasonable charge in each of the following cases:
  - 22.1 The Carrier or a Subcontractor has to perform Services, or reasonably perform Services, in addition to the Services quoted for.
  - 22.2 The carriage is delayed for a reason that is not the fault of the Carrier or of the relevant Subcontractor.
23. The Customer must also pay the Carrier for any amount it has to pay, or a relevant Subcontractor has to pay, in relation to the Goods or their carriage. This excludes a payment for subcontracting the carriage.
24. Any claims for overcharges, other than mathematical error apparent on the face on any invoice, are waived by the Customer unless the claim is made in writing within 21 days of the date of the relevant invoice.
25. Insurance cover is not included in the Carrier's charges and will not be arranged by the Carrier.
26. The Carrier has a lien over the Goods and any related documents, and over any other Goods and related documents of the Customer's in the Carrier's possession, as security for payment of any money the Customer owes the Carrier. The Carrier may sell the Goods or documents without giving the Customer notice. If the Carrier does so, it is entitled to offset the amount it receives against the money the Customer owes the Carrier. This does not affect any other rights the Carrier may have.
27. When the Carrier performs Services, to the extent permitted by law:
  - 27.1 Its liability is completely excluded;
  - 27.2 Any action must be commenced within six (6) months after the date the Goods were delivered or should have been delivered; and
  - 27.3 In the case of Services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Carrier's liability is limited to the supply of the Services again, or the cost of the supply of the Services again.
28. Notwithstanding clause 27, when the Carrier performs Services for the purpose of a business, trade, profession or occupation carried on or engaged in by the Customer, it does so entirely at the Customer's risk. No matter what the cause may be, the Carrier is not liable under any circumstances for delay in delivery of the Goods, misdelivery of them, or a total failure to deliver them; or for loss of the Goods or damage to them or deterioration of them. The Carrier is not liable for negligence or wilful misconduct by it or by a Subcontractor that it uses in relation to the carriage, storage or warehousing of goods. The Carrier is not liable for an act or omission that is not contemplated by its Agreement with the Customer.
29. If the Customer thinks it has a claim against the Carrier or a Subcontractor, the Customer must make the claim against the Carrier and no-one else. The claim must be in writing and must reach the Carrier within 7 days after the date the Goods were delivered or should have been delivered. The Customer has no claim in any circumstances against any person (including a Subcontractor) except the Carrier.
30. The Customer shall indemnify the Carrier in respect of:
  - 30.1 The Carrier's liability for any loss of or damage or injury to any person, property or thing caused by, occurring during or arising out of any packaging, loading, unloading, removal, assembly, erection or storage of the Goods.
  - 30.2 Any loss or damage which may be suffered by the Carrier as a result of any breach by the Customer of these terms and conditions.
  - 30.3 Any loss or damage to the Carrier's property which occurs due to the nature or condition of the Goods.
31. The Carrier shall not be bound by any agreement purporting to vary this Agreement unless that agreement is in writing and signed on behalf of the Carrier by a duly authorised officer of the Carrier.
32. A waiver of any of the Customer's obligations is ineffective unless it is in writing and signed by a duly authorised officer of the Carrier.
33. In case any one or more of the provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect other provisions of this Agreement and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.
34. This Agreement is governed by the laws of Western Australia. Each party submits to the jurisdiction of the courts exercising jurisdiction in Western Australia and waives any right to claim that those courts are an inconvenient forum.

## ***Additional Service Charges***

**These costs may not be accurately reflected with our quotations. Please be aware that additional charges will apply for the following.**

- ***Dangerous Goods*** - Correct dangerous goods documentation must be supplied at pick up to ensure that your goods are consigned. Additional charges will apply and are subject to individual assessment.
- ***Lengths*** – Freight 6 meters in length will incur a semi trailer pick up fee of \$150.00.
- ***Country Destinations*** – Jayde can arrange to on forward your deliveries to regional areas. The additional charge will be subject to individual assessment.
- ***CBD Deliveries*** – CBD Deliveries can be arranged, additional charges will apply and are subject to individual assessment.
- ***Private Residents*** – Goods for residential areas are generally consigned to the depot only. We are able to arrange a courier service at an additional cost if necessary.
- ***Tail gate deliveries.*** Please advise Jayde Transport if the correct lifting facilities are not available at pick up or destination points. A tail gate service is available at an additional cost.
- ***Hand unloads*** – If your goods require hand loading or unstacking, there will be an additional service fee of \$45.00 per hour, or part thereof.
- ***Proof of Delivery*** – these will be supplied free of charge for 3 months from the date of the consignment. A charge of \$10.00 per consignment will apply after this date.
- ***Futile Deliveries / Pick-up's*** – Will be charged at an hourly rate commensurate with the type of delivery vehicle.
- ***Un-crated Machinery.*** Will be charged on the amount of “Trailer Space” required, normal cubic measurements cannot apply. This charge will be subject to individual assessment, please contact us if you require your consignment to be quoted. It should be noted that as a minimum, all un-crated machinery will be measured as if it were at 2.8m in height.

**Important Details – Please ensure that you fully understand these important details as they will be strictly applied.**

1. **Insurance of Goods:** This quotation does not include cost recovery for loss or damage to goods whilst in storage or transit, Jayde Transport is not authorized to offer insurance coverage of any sort (as per the Financial Services Act of 11<sup>th</sup> March 2004). The rates quoted cover transport or storage related activities only. As stated on Jayde Transport source documents, the company is not a common carrier. It is the responsibility of the customer to ensure sufficient insurance coverage exists.
2. **Standard Terms & Conditions:** It is the responsibility of the customer to fully understand these conditions prior to trading.
3. **Account Activation:** Jayde Transport can not commence trading in the first instance without firstly receiving a signed copy of this service quotation and a fully completed and signed Jayde Transport credit application. Signed and completed copies must be sent to our Head Office via facsimile on (08) 9459 8114. Upon receipt the customer will be advised of the account activation and given authorization to commence trading.
4. **Freight Checked Weighed and Cubed:** Each Jayde Transport branch operates digital (registered) freight weighing scales, due to legal weight loading restrictions. All freight is check weighed at each branch (and cubed where a kilo rate applies). All identified variances will be adjusted on the original copy of the con note and charged at the greater rate if applicable. NB. Please refer to 'Additional Service Charges' for uncrated machinery calculations.
5. **Cubic Conversion:** (Applicable to cents per kilo rate structures only), all freight will be cubed (height x width x length). Jayde Transport standard cubic conversion rate of 3m<sup>3</sup> = 1 Tonne. (I.E. 333kgs/m<sup>3</sup>)
6. **Goods and Services Tax (GST):** Rates submitted are exclusive of the 10% G.S.T. – This will apply.
7. **Proof of Deliveries (POD's):** Will not be provided with an invoice, but can be provided by individual request.
8. **Chep / Loscam Pallet Services:** Jayde Transport accepts pallets on a 30 day delayed transfer basis. For tracking purposes, all Pallet Control Dockets (PCD's) must have a corresponding Jayde Consignment note as the Senders Reference. PCD's that are incorrectly completed will not be accepted as they cannot be tracked.
9. **Trading Terms:** Are strictly thirty (30) days from weekly invoice. Breaches in agreed terms may result in account immobilisation.
10. **Electronic Funds Transfer (EFT).** Is Jayde Transport's preferred method of payment, and we can supply the bank details for such transaction on request.
11. **Consignment Notes:** Accurate completion is critical to ensure service and billing standards are met. It is the customer's responsibility to ensure that all specific delivery instruction and charge to details are clearly completed on each consignment note.
12. **Additional Service Charges:** Additional service variable may exist which may not be reflected in the service quotation. Please refer to the Incidental Charges Schedule.

**Please Note**

This quotation is valid for a period of 30 days. If a signed acceptance of same is not received by Jayde Transport credit department within this period, the quotation will be withdrawn and Jayde Transport standard rates will apply. Quoted rates will become effective upon approval of credit application and receipt of signed quotation.

Quote and Terms Accepted By (Signature): \_\_\_\_\_ Print Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Our Standard Term and Conditions apply to this quotation.**