

Quality Management System
Type: Form [F]
Document: Terms & Conditions (Soft Copy)
File Reference: Section 3 [Document Control]

Terms & Conditions

Couriers Express Services Pty Ltd- Standard Conditions of Contract

By the conditions set out below, the Carrier and its servants and agents are not liable at all for certain losses and damage and, if they are liable, the amount of liability is in all the circumstances limited to the amount stated. Customers are therefore advised to seek their own insurance cover in any areas in which liability and fault are not clearly accepted by the Carrier.

1. In these terms and conditions:

"Carrier" shall mean Couriers Express Services Pty Limited (CES) (ABN 50 087 923 082) carrying on business in its own name (and any other trading name that the Carrier may use) its officers, servants, agents, subcontractors and CES shareholders operating in their own names or under the trading name "CES" in their respective Australian states of residence.

"Subcontractor" shall include any person who pursuant to a contact or arrangement with any other person (whether or not a company) performs or agrees to perform the Services or any part thereof;

"Consignor" shall mean the person with whom this contract is made;

"Services" shall mean the provision of the operations and services undertaken by the Carrier or anyone on its behalf in connection with items or goods including but not limited to the carriage, transport and or the storage of the said items or goods.

"Goods" shall mean the cargo accepted from the Consignor together with associated paperwork.

2. The Carrier is NOT A COMMON CARRIER and will accept no liability as such for the purposes of arranging the transport of Goods and does not intend to contract as principal. All services performed by the Carrier are subject to these conditions. The Carrier reserves the right to refuse the carriage or transport of Goods or articles for any person corporation or company and the carriage or transport of any class of Goods or articles is at the Carrier's discretion.

3. The Consignor hereby authorises the Carrier (if it should think fit to do so) to arrange with a Subcontractor for the carriage of any Goods subject to this contract and any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to a Subcontractor who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier in so far as it may be necessary to ensure that such Subcontractor shall be so entitled the Carrier shall be deemed to enter into this contract for its own benefit and also on behalf of the Subcontractor. Every right, exemption from liability, defence and immunity of any nature applicable to the Carrier or to which the Carrier is entitled to rely on shall also be available to protect the Subcontractor. If the Consignor commences any legal action whatsoever against a Subcontractor, in relation to the Services or otherwise in connection with this agreement, the Consignor hereby agrees to indemnify the Carrier from any consequences of the said legal action including but not limited to damages, costs and taxes.

4. If the Consignor expressly or impliedly instructs the Carrier to use a particular method of carriage whether by Road, Rail, Sea or Air, or of handling or storing the Goods, the Carrier will give priority to the method designated and if that method cannot conveniently be adopted by the Carrier the Consignor hereby authorises the Carrier to handle or to store or to have the Goods carried by another method or methods, including successive carriers and transportation methods.

5. The Consignor hereby authorises any deviation from the usual route of carriage or place of storage which may in the absolute discretion of the Carrier be deemed reasonable, desirable or necessary in the circumstances and the Consignor agrees that the Carrier shall not be held responsible for any defective storage of any frozen, refrigerated or perishable goods so arising.

6. The Consignor warrants to the Carrier that:

(i) The Consignor has complied with all the applicable laws and regulations (including where necessary the Australian Code) relating to the notification description on the consignment note for separately consigning and packaging of the Goods and the expenses and charges of the Carrier in compliance with any such law or with any order or requirement there under or with the requirement of any Harbour dock, Railway, Shipping, Customs, Warehouse or authority or company shall be paid by the Consignor. Additional freight charges shall be paid on such Goods if deemed necessary by the Carrier.

(ii) The Consignor shall be responsible for the conformity of any containers, packaging or pallets with any requirement of the Consignee and for any expense incurred by the Carrier arising from any failure to so conform.

(iii) If any of the Goods are subject to the control of Customs all Customs duty and Excise duty costs including any fine or penalty which the Carrier becomes liable to pay pursuant to any law relating to Customs or Excise shall be paid by the Consignor.



Consider the potential impact of the Environment pertaining to printing and disposing of this document.

This document is proprietary and confidential of Couriers Express Services Pty Ltd.

Approved documents are controlled and identified on the DFR Register (Q-423); other printed versions are considered uncontrolled.

Quality Management System

Type: Form [F]
Document: Terms & Conditions (Soft Copy)
File Reference: Section 3 [Document Control]

(iv) The Consignor has fully and adequately described the Goods on the Consignment Note/Linepad/Electronic transfer. The Consignor shall not tender for carriage any volatile spirit or corrosive substance, inflammable or otherwise, or Goods that are or that may become inflammable and or offensive, (including radioactive materials) or which are or may become liable to damage any property whatsoever, without presenting a full description disclosing the nature of such goods, and in any event, the Consignor shall be liable for all loss and damage caused thereby and if in the opinion of the Carrier, the Goods are, or are liable to become dangerous, inflammable corrosive or offensive or of a damaging nature the same may, at anytime, be destroyed, disposed of, abandoned or rendered harmless by the Carrier without compensation to the Consignor and/or the Consignee and at the Consignors expense and without prejudice to the Carriers right to any charges hereunder.

7. The Carrier is authorised to deliver the Goods at the address given to the Carrier by the Consignor for that purpose and it is expressly agreed that the Carrier shall be taken to have delivered the goods in accordance with this contract at that address where he obtains from any person a receipt or signed delivery docket for the Goods. If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Carrier, the Carrier may at its option deposit the Goods at that place (which shall be conclusively presumed to be due delivery hereunder) or store the Goods and if the Goods are stored by the Carrier the Consignor shall pay or indemnify the Carrier for all costs and expenses incurred in relation to such storage. The Carrier shall be at liberty to redeliver the Goods to the Consignor from the place of storage at the Consignors expense.

8. The Carriers charges shall be considered to be earned as soon as the Consignor has despatched the Goods with the Carrier and the Consignor will remain responsible to the Carrier for all its proper charges incurred for any reason.

9. IT IS THE CONSIGNOR'S RESPONSIBILITY TO TAKE OUT APPROPRIATE INSURANCE. However, the Carrier may choose to offer a referral to the Consignor of an Insurance provider (without recommending any particular product). The Consignor hereby releases the Carrier from any liability that may arise in relation to the Goods due to any failure of a policy of insurance to cover such liability.

10. THE CARRIER IS NOT LIABLE FOR ANY LOSS OR DAMAGE. The goods are at the risk of the Consignor and not the Carrier and unless expressly agreed in writing the Carrier shall not be responsible in tort or contract or otherwise and shall be released and indemnified by the Consignor for any liability arising for any loss of or damage to or deteriorations of Goods or misdelivery or failure to deliver or delay in delivery of Goods including chilled, frozen, refrigerated or perishable Goods either in transit or in storage for any reason whatsoever including without limiting the foregoing the negligence or wilful act or default of the Carrier or others and this clause shall apply to all such loss or damage to or deterioration of Goods or misdelivery or failure to deliver or delay in delivery of Goods as aforesaid whether or not the same occurs in the course of performance by the Carrier of the contract or which are in the contemplation of the Carrier and/or the Consignor or in events which are foreseeable by them or either of them or in events which would constitute a fundamental breach of the contract or a breach of a fundamental term thereof.

11. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any Goods or property the subject matter of this contract of carriage and by entering into this contract the Consignor accepts these conditions of contract for the Consignee as well as for all other persons on who's behalf the Consignor is acting.

12. The Carrier shall have a lien on the Goods and documents relating to this contract and on any other goods of the Consignor in the possession of the Carrier or any documents relating hereto for all sums payable by the Consignor to the Carrier and for that purpose shall subject to any prevailing laws, have the right to sell any such goods by public auction or private treaty without notice to the Consignor.

13. No claim in respect to loss or damage of Goods may be made unless a notice of claim is lodged in writing at the registered office of the Carrier within five (5) days after delivery was effected or would in the ordinary course of business have been effected. Despite anything else to the contrary, the Carriers rights under this Agreement shall not be prejudiced by any claim made by the Consignor.



Consider the potential impact of the Environment pertaining to printing and disposing of this document.

This document is proprietary and confidential of Couriers Express Services Pty Ltd.

Approved documents are controlled and identified on the DFR Register (Q-423); other printed versions are considered uncontrolled.

Quality Management System

Type: Form [F]
Document: Terms & Conditions (Soft Copy)
File Reference: Section 3 [Document Control]

14. Notwithstanding clause 13 hereof, the Carrier shall in any event be discharged from all liability whatsoever in connection with the Goods unless suit is brought within three (3) months from their delivery or from the date on which in the ordinary course of business delivery would have been effected.

15. Where a dispute arises between the Consignor and Consignee over payment of the Carrier's charges, it is agreed that the liability for such charges remains with the Consignor at all times and the Consignor shall not institute any set off or deduction of charges owed to the Carrier.

16. It is hereby agreed that if any provision or part of any provision of this contract is made unenforceable, such unenforceability shall not affect any other part of such provision or any other provision hereof.

17. Any action brought against the Carrier shall be brought in the State of New South Wales and each party unconditionally submits to the law of New South Wales in relation to any dispute that arises in relation to this Contract.

18. The Carrier shall be entitled to increase rates and charges for Services where they become manifestly inadequate due to an event or events unforeseeable at the time of setting prices or charges and beyond the control of the Carrier such as (but not limited to) changes to government taxes or charges or increases in the Carrier's costs arising from amended legislation or regulation or industrial awards or costs;

19. The terms and conditions of this contract can only be varied by an agreement in writing executed by the Carrier and the Consignor.

THESE TERMS AND CONDITIONS ARE TO BE READ AS BEING SUBJECT ALWAYS TO THE PROVISIONS OF THE TRADE PRACTICES ACT.



Consider the potential impact of the Environment pertaining to printing and disposing of this document.

This document is proprietary and confidential of **Couriers Express Services Pty Ltd.**

Approved documents are controlled and identified on the DFR Register (Q-423); other printed versions are considered uncontrolled.