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ABN: 39 122 487 325

TRANZWORKS PTY LTD (A.B.N. 39 122 487 325)
TRANZWORKS Pty. Ltd.

CONDITIONS OF CARRIAGE

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these conditions unless the context otherwise requires:
- (a) **"Carrier"** means TranzWorks Pty Ltd (ACN 039 122 487 325) which carries on business under the name "TranzWorks Pty Ltd" This also includes "Refrigerated Services" provided by TranzWorks Pty Ltd
"Goods" means any goods provided by the Sender which are accepted by the Carrier for transport or carriage;
"Laws" means federal, state or municipal laws, regulations or by-laws;
"Sender" means the consignor of Goods,
"Sender's Instructions" means delivery information and instructions provided by the Sender to the Carrier for Goods in a written or electronic form acceptable to the Carrier;
"Taxes and Duties" means customs duty, excises and taxes;
 - (b) reference to the Carrier includes, where applicable, its officers, employees, agents and sub-contractors;
 - (c) words importing the singular number import the plural number and vice-versa;
 - (d) words importing a particular gender import the other genders;
 - (e) headings and highlighting are for convenience only and do not effect the interpretation of these conditions.

2. ACCEPTANCE OF GOODS

- 2.1 Goods are only accepted by the Carrier subject to these conditions.

3. VARIATIONS TO THESE CONDITIONS

- 3.1 The Carrier shall not be bound by any variation to these conditions unless the variation is in writing, signed on behalf of the Carrier by its duly authorised officer.

4. THE CARRIER IS NOT A COMMON CARRIER

- 4.1 The Carrier is not a common carrier and in the exercise of its absolute discretion, may at any time refuse the transport or carriage of goods for any person and the transport or carriage of any class of goods or any particular goods.

5. SENDER'S WARRANTIES

- 5.1 The Sender warrants, represents and undertakes to the Carrier and to any person claiming under or in the right of the Carrier that:
- (a) the Sender will fully and adequately describe Goods on the Sender's Instructions;
 - (b) the Sender will be the owner of Goods or will otherwise lawfully entitled to consign Goods to any consignee stipulated in any Sender's Instructions.
 - (c) the Sender will comply with all Laws relating to the description, packaging, consignment and notification of Goods and will pay or reimburse the Carrier for all demurrage and for all expenses and charges, including but not limited to fines and legal costs, incurred by the Carrier in complying with any Laws or in complying with the orders or requests of any harbour, dock, railway, shipping warehouse, customs, police, food transport authority or body and all payments made by the Carrier pursuant to this paragraph shall be recoverable from the Sender by the Carrier on demand;
 - (d) the Sender will pay all Taxes and Duties in relation to Goods and if in the exercise of its absolute discretion the Carrier elects to pay all or any of the Taxes and Duties, the Sender will on demand by the Carrier immediately reimburse the Carrier for any payments made by it;
 - (e) the Carrier shall not be liable for any failure to pay any Taxes and Duties in relation to Goods if they are levied by the proper authorities on the Carrier.
- 5.2 The Sender indemnifies the Carrier against all costs, claims, demands, suits and damages whatsoever and howsoever arising out of any breach of the warranties set out in condition 5.1.

6. INSPECTION OF GOODS

- 6.1 In the exercise of its absolute discretion, but without being bound to do so, the Carrier shall be entitled to:
- (a) open any wrapping, package or other container in which Goods are placed or carried; and
 - (b) open and peruse any document accompanying or associated with Goods in order to inspect the Goods to determine their nature or condition or their ownership or destination.

7. APPLICATION OF CONDITIONS TO CONTAINERS AND PACKAGING

- 7.1 These Conditions apply to the containers or other packaging containing Goods and to pallets delivered with Goods to the Carrier.
- 7.2 The Sender shall be solely responsible for ensuring that any containers, packaging and pallets comply with the consignee's requirements and shall pay on demand any expenses incurred by the Carrier arising from any failure to so comply.

8. LIMITATION OF LIABILITY

- 8.1 If at the Sender's request, the Carrier packs Goods for carriage, the Carrier shall not be liable for any loss or damage to the Goods arising out of the packing whether in transit or otherwise.
- 8.2 To the full extent allowed by law, the Carrier shall not be liable in any way to any person for and is expressly released by the Sender from any liability for:
- (a) any loss, deterioration, contamination or evaporation of or any damage to Goods while in the Carrier's possession or control;
 - (b) any failure to deliver Goods at a time or to a place specified by the Sender or at all; or
 - (c) any consequential loss suffered by any person arising out of the matters referred to in paragraphs (a) and (b) even if the alleged liability arises out of the Carrier's negligence or any breach of contract by the Carrier.
- 8.3 If by operation of law the Carrier is held liable in any way to any person for any of the matters referred to in conditions 8.1 and 8.2, the Carrier's liability shall be limited to \$300 in total for any consignment irrespective of the number of individual packages comprised in the consignment or the value of Goods.

9. FREIGHT CHARGES

- 9.1 The Carrier may charge freight by weight, unit of measurement, value, distance traveled, time spent or any combination of them and at any time may re-weigh, re-value or re-measure Goods or require Goods to be re-weighed, re-valued or re-measured and may charge additional freight accordingly.
- 9.2 Unless otherwise specifically agreed in writing by the Carrier, the Carrier's freight charges shall be in accordance with its published tariffs from time to time.
- 9.3 Freight charges shall be considered earned whether or not Goods are delivered to the Consignee and whether damaged or otherwise.
- 9.4 Payment for freight will not be refunded.
- 9.5 Every instruction by the Sender to the effect that the Carrier's charges shall be paid by a consignee shall be deemed to include a stipulation that if the consignee does not pay the Carrier's charges within 7 days of the date nominated for payment or, if no date is nominated for payment within 7 days of delivery of the Goods, then the Sender shall pay the Carrier's charges on demand.
- 9.6 If:
- (a) a consignee named in the Sender's Instructions is not in attendance at the address specified in the Sender's Instructions during normal business hours or at a time specified for delivery by the Sender; or
 - (b) the Carrier arrives to effect delivery at a consignee's premises and for any reason outside the Carrier's control the Carrier is delayed in effecting prompt delivery

the Carrier will be entitled to charge the Sender an additional charge for every call made for delivery purposes or for the time of any delay in effecting delivery and the Sender will pay those charges on demand.

10. DELIVERY OF GOODS TO INTERMEDIATE POINTS

- 10.1 If suitable facilities are available 24 hours a day, the Carrier will deliver Goods to intermediate points by special arrangement with the Sender.

11. MEANS OF CARRIAGE

- 11.1 The Carrier may arrange for the storage and carriage of Goods by any means and by agents or sub-contractors.
- 11.2 Despite any specific instructions given by the Sender as to the mode of carriage of Goods, in the exercise of its absolute discretion the Carrier may carry Goods or have them carried or forwarded by any method and with any person which the Carrier deems fit.

12. INSURANCE

- 12.1 TranzWorks Pty Ltd does not offer insurance cover. If required, The Sender should organize prior to collection of freight.

13. PAYMENT

- 13.1 Unless the Carrier otherwise agrees in writing, the Carrier's accounts are payable within 14 days of invoice. Unfortunately, credit claims cannot be recognised after 14 days from date of invoice.
- 13.2 The Sender shall pay interest on overdue accounts at the rate from time to time payable by virtue of the Penalty Interest Rates Act 1983 with effect from the time the accounts are payable.

14. DANGEROUS GOODS

- 14.1 If in the Carrier's opinion Goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature, the Carrier may at any time destroy, dispose of, abandon or render the Goods harmless without liability or compensation to the Sender and without prejudice to the Carrier's right to any charges under these Conditions.

15. LIEN

- 15.1 The Goods are accepted subject to a general lien for all charges now due or which may hereinafter due to the Carrier by the Sender or any account whether in respect of the Goods comprised herein or in respect of any other Goods for which the Carrier provides transport or any other service. If the lien is not satisfied and/or the Goods are not collected, the Carrier may at its option and without notice, in the case of perishable Goods forthwith and in any other case upon the expiration of one month either (i) remove such Goods or part thereof and store them in such place or manner as the Carrier shall think proper and at the risk and expense of the Sender as the case may be or (ii) open any packages and sell such Goods or part thereof upon such terms as it shall think fit and apply the proceeds in or discharge of the lien and costs of sale without being liable to any person for any loss or damage thereby caused.

16. COMPLIANCE WITH LAWS

The Carrier accepts the goods subject to these conditions including the following;

- 16.1 The Sender has complied with all applicable laws (including where necessary the Australian Code for the Transport of Dangerous Goods by Road and Rail, Air Navigation Orders Pt 33 and the International Maritime Dangerous Goods Code) relating to the notification, description (on the sender's instructions or separately) consigning and packaging of the goods and the expenses and the charges of the Carrier in complying with any such law or with any order or requirement thereunder or with

the requirement of any harbour, dock, railway, shipping, customs warehouse or other authority or company shall be paid by the Sender. Additional freight charges shall be paid on such goods if deemed necessary by the Carrier.

16.2 If any of the goods are subject to the control of Customs all customs duty, excise duty and costs which the Carrier becomes liable to pay and shall pay in respect of such goods pursuant to any law relating to customs or excise shall be paid by the Sender.

16.3 That the Sender has fully and adequately described the goods on the Sender's instruction.

16.4 The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Carrier by an authorised officer of the carrier.

17 RESTRAINTS

17.1 You will not personally or for any other person, firm or company, directly or indirectly, solicit or entice away from the Carrier any employee or sub-contractor which the Carrier has made available for carrying out contracts of carriage for your company. If a client approaches a sub-contractor to provide services directly, thus reducing or eliminating the requirement for the Carrier's services, the Carrier reserves the right to charge the client \$5,000.00 per contract carrier in order to recoup the equivalent of all monies that had been invested in the recruitment, training and management of the relevant sub-contractor/s since their arrival at the Carrier.

17.2 Sub-contractors that are contracted to the Carrier are to be deterred from approaching your company to provide services directly. The Carrier at all times will protect its clients from unwanted advances from sub-contractors. Sub-contractors may not approach clients until 1 year commencing on the date of the termination of the sub-contractor from the Carrier. If a sub-contractor does approach a client within 1 year, the Carrier reserves the right to take appropriate remedies at law against the sub-contractor.

17.3 The company acknowledges that each of the restraints in 17.1 and 17.2 are reasonably necessary for the protection of the goodwill of the Carrier's business.

18 GENERAL

18.1 The waiver by the Carrier of any of the Sender's warranties, representations or obligations shall not prevent the subsequent enforcement of those warranties, representations and obligations and shall not be deemed to be a waiver of any subsequent breach.

18.2 If any of these conditions shall be held by any court of competent jurisdiction to be unenforceable, illegal or void, then the condition or conditions concerned shall be of no force or effect while held to be unenforceable, illegal or void and shall have no effect on the binding force or effectiveness of any other of these conditions.

18.3 If for any reason any of these conditions shall conflict with any mandatory provision of any statutory enactment, then the conflicting condition shall be severed or modified to the extent necessary to bring it within the provisions of the enactment and so modified, these conditions shall continue in full force and effect.

18.4 To the full extent allowed by law, any conditions or warranties which are imposed or implied by any legislation in relation to the carriage of goods which are adverse to the Carrier are hereby excluded.

18.5 The proper law of these conditions is the law of Victoria and unless otherwise agreed by the Carrier, the Courts of Victoria have exclusive jurisdiction to deal with all matters arising out of these conditions.

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PRIVACY CONSENT

If I am not personally the Customer, I warrant I am authorised by the Customer to make this application, complete this form and enter into an agreement with TranzWorks Pty Ltd ("the Carrier") on the Customer's behalf. I warrant that all information set out in this application is true and correct. I apply to the Carrier to provide transport and allied services from time to time as required and to provide a credit account on the Carrier's Conditions of Carriage which are attached to this form and consent to the Carrier acquiring, using and disclosing information about me or the Customer (as applicable) on the terms appearing in the Privacy Consent below. If I am not personally the Customer, I guarantee payment of all money owing to the Carrier from time to time by the Customer, as if I were personally the Customer.

I, for myself or, if applicable, for the Customer agree that:

- (a) The Carrier may, in accordance with the Privacy Act 1988:
- (i) disclose information about me or the Customer to a credit reporting agency or other business which reports on commercial creditworthiness ("a Credit Agency") including information contained in this Application and information relating to the conduct of my or the Customer's account;
 - (ii) obtain and use a consumer credit report and information generally concerning my or the Customer's commercial activities and commercial creditworthiness from a Credit Agency to assess my or the Customer's Application for Credit or to collect overdue payments; and
 - (iii) disclose information about me or the Customer to other credit providers or obtain and use information from other credit providers for assessing my or the Customer's Application for Credit, ongoing creditworthiness and the status of any account held by the Carrier or by any other credit provider; and
- (b) the Carrier may use and disclose personal information about me or the Customer for providing services to the Customer and for the improvement of customer service including by means of research, marketing, direct or otherwise, product development and planning except where such use or disclosure is not permitted by the Privacy Act.