

CONDITIONS OF CARTAGE CONTRACT

1. In this contract:
"Carriage" means and includes the whole of the operations and services undertaken by the Carrier in respect of the Goods.
"Carrier" means Northline NomineeCo Pty Ltd ACN 606 812 640 as agent for Northline Partnership ABN 18 677 809 229 and includes their successors, administrators and assigns and where not repugnant to the context includes their servants, agents and subcontractors.
"Goods" means the cargo accepted from the Consignor together with any container, packaging or pallets supplied by or on behalf of the Consignor.
"Subcontractor" includes any person who pursuant to a contract or arrangement with any other person (whether or not the Carrier) performs or agrees to perform all or part of the Carriage.
"Consignor" means the person named as the Sender on the front of this contract and includes any person who delivers Goods to the Carrier for Carriage under this contract.
2. The Carrier IS NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the Carriage of Goods or any class of Goods for the Consignor, at its discretion.
3. The Goods are accepted by the Carrier subject to the following conditions:
 - (a) The Consignor must ensure that the Goods comply with the requirements of any applicable laws, customs or government regulations relating to the nature, condition, packaging, carriage and delivery of the Goods and that the expense and charges of the Carrier in complying with the provisions of any such laws, customs or government regulations or with any corresponding order or requirement or with the requirement of any harbour, dock, railway, shipping, Customs warehouse or other authority or company must be paid by the Consignor.
 - (b) If any of the Goods are subject to the control of Customs, all customs duty, excise duty and costs which the Carrier pays must be reimbursed by the Consignor.
 - (c) The Consignor must ensure that the Goods are fully described in the spaces provided on this contract including the name, nature, weight and dimensions of the Goods.
 - (d) The Carrier is not bound by any agreement purporting to vary this contract unless in writing and signed on behalf of the Carrier by an officer of the Carrier.
4. The Consignor warrants that except as shown in any accompanying certification the Goods do not contain any explosive or volatile spirits or other cargo of a dangerous inflammable or offensive nature or cargo the carriage of which by the Carrier would be illegal or prohibited by any law or regulation of any State, Territory or the Commonwealth due to its nature, packaging or labelling. The Consignor indemnifies the Carrier in respect of the Carrier's liability for death, bodily injury, loss and/or damage and against any loss or damage of the Carrier occurring wholly or partially as a result of or arising out of the Consignor's failure to comply with this warranty.
5. (a) The Goods are at the risk of the Consignor and the Carrier SHALL NOT BE UNDER ANY LIABILITY to any person including the Consignor for any loss of or damage to or mis-delivery, delay in delivery, concealed damage, deterioration, evaporation or non-delivery of Goods held in the Carrier's or Subcontractor's care, custody or control or any consequential loss however caused.
(b) In the event of the Carriage including any handling, installation, removal, assembly or erection of any kind whatsoever ("the movement"), it is undertaken on the strict basis that the Carrier accepts no liability for any loss, damage or injury of any kind whatsoever, however arising caused or incurred or occurring during any part of the movement. This disclaimer extends to include any loss consequently or otherwise arising from any such loss, damage or injury.
6. The Carrier has no liability to insure the Goods nor to insure in respect of matters arising from the Carriage of the Goods. The Consignor acknowledges the Carrier's recommendation that the Consignor fully insure the Goods and all related risks.
7. 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 the subject of this contract. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the Goods to such Subcontractor who shall thereupon be entitled to the full benefit of the terms and conditions of this contract to the same extent as the Carrier. Insofar 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 as trustee for the Subcontractor.
8. Goods shall be deemed to be in transit notwithstanding that the carriage of the Goods may have been interrupted or the Carrier may have diverted from the usual route for such carriage.
9. 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 if at that address he obtains from any person a receipt or signed delivery docket for the Goods.
10. The Carrier's charges shall be considered earned as soon as the Goods are loaded and dispatched from the Consignor's, the Carrier's or the Subcontractor's premises or depot, whichever occurs first, and shall be paid by the Consignor within 14 days. The Consignor will be and remain responsible to the Carrier for all of the Carrier's proper charges incurred for any reason.



11. If any person fails to pay charges to the Carrier in respect of any Carriage following reasonable demand the Carrier may detain and sell all or any of the Goods of the person which are in its possession, and out of monies arising from the sale retain outstanding charges and all costs and expenses of the detention of sale but must render the surplus, if any, of the monies arising from the sale of and such of the Goods as remain unsold to the person entitled. Any such sale shall not prejudice or affect charges due or payable in respect of such service or the said detention and sale.
- 11A. (a) For the purposes of clause 11 and for securing payment of the charges to the Carrier under this contract, the Consignor grants a security interest in the Goods to the Carrier. "Security interest" has the same meaning as defined in section 12(1) of the *Personal Property Securities Act 2009* (Cth) (PPSA).
- (b) To the extent that the Carrier has any security interest arising under or in connection with this contract, if requested by the Carrier, the Consignor must (at its expense) provide all assistance and information to enable the Carrier to register the security interest, and to ensure that it is fully effective, perfected, and enforceable with the priority required by the Carrier. In the event of any default under these terms by the Consignor, in addition to any rights of the Carrier under these terms, the Carrier may exercise any and all of its enforcement rights under the PPSA.
- (c) The Consignor acknowledges that if these terms constitutes a PPS lease under the PPSA, then for the purposes of section 109(1) of PPSA, that PPS lease security interest does not secure payment or performance of an obligation.
- (d) To the extent permitted by law, the Consignor agrees:
- i. that the Carrier may register a financing statement on the Personal Property Securities Register under the PPSA against the Consignor;
 - ii. not to change its name, address for service, contact details or any other of its data used to register a financing statement without notifying the Consignor in writing of its intentions at least 10 business days prior to doing so; and
 - iii. to waive its rights to receive any notice, statement or information under any provision of the PPSA.
12. It is agreed that the person delivering the Goods to the Carrier for carriage or forwarding is authorised to sign this contract for the Consignor.
13. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any Goods the subject matter of this contract and that by entering into this contract the Consignor accepts these conditions of contract for such owner as well as for all other persons on whose behalf the Consignor is acting.
14. The Consignor indemnifies the Carrier and its servants, agents and subcontractors against any loss in connection with the carriage of the Goods, despite any action or inaction by the Carrier or its servants, agents or subcontractors.
15. This contract shall be read having regard to the provisions of the *Australian Consumer Law* (set out in Schedule 2 of the *Competition and Consumer Act 2010*) to the extent that those provisions are applicable to consumers as defined under Section 3 of Schedule 2. This contract does not have the effect of excluding, restricting or modifying rights under the Australian Consumer Law which cannot be excluded, restricted or modified by agreement. Liability of the Carrier arising out of any one incident, for breach of a warranty implied into this contract by the Australian Consumer Law, is limited to the following as determined by the Carrier:
- (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
16. Should the designated receiver of the Goods not be in attendance at the address given during normal trading hours when delivery is attempted (or at such other time as is booked for delivery), an additional charge may be payable by the Consignor, at industry rates, for each call (and any related storage costs) until delivery is accomplished.
17. (a) In regard to Goods which the Carrier has been requested by the Consignor to pack and which are described on the face hereof, the Carrier shall not be liable for any damage or loss whatsoever whether in the course of packing or otherwise and howsoever occasioned to such Goods.
- (b) When the Carrier is required to load or unload any liquids, partly liquids, substances or any commodities or products into bulk tanks or vessels, drums or containers, the Carrier shall not be liable for any loss, damage or contamination of such products during any such loading or unloading operation or packing, whilst such products are in transit by any means of transportation or whilst such products are held in store or bulk storage tanks for any reason whatsoever.
18. (a) The Carrier may carry all Goods or have them carried by any method which the Carrier in its absolute discretion deems fit and notwithstanding any instructions verbal or otherwise of the Consignor that the goods are to be carried by another method.
19. These conditions are governed by the laws of South Australia and any proceedings against the Carrier must be brought in that State only.
20. Written notice of any claim against the Carrier must be given at the Carrier's Adelaide address as appearing on this form within five (5) days after delivery or in the event of non-delivery within five (5) days after the Consignor becomes aware of the loss or injury and unless notice is so given the claim shall not be enforceable against the Carrier.
21. All rights, immunities, indemnities and limitations of liability granted to the Carrier in the terms and conditions of this contract shall continue to have their full force and effect in



all circumstances and notwithstanding any fundamental or other breach of this contract or any of its terms and conditions by the Carrier or any other person entitled to the benefit of such provisions.

22. If any provision or part of any provision of this contract is unenforceable, that unenforceable provision (or part thereof) will be severed from this contract and will not affect any other part of this contract.

