



Railroad Transport Pty. Ltd.

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RAILROAD TRANSPORT PTY LTD TERMS & CONDITIONS OF CONTRACT

1. Railroad Transport Pty Ltd (hereinafter referred to as "the Carrier" which expression shall include its servants, agents and sub-contractors) is not a common carrier and will accept no liability as such. All goods or other services performed shall be subject only to these conditions of cartage and the Carrier reserves the right to accept or refuse the carriage of any goods at its discretion.
2. The Carrier may in its absolute discretion use its employees or engage agents or sub-contractors to perform all or part of the services on such terms as the Carrier thinks fit. By engaging the Carrier the Customer (being the party shown on the front of the consignment note liable to pay charges) agrees to the terms and conditions of any agent or sub-contractors which are used in the supply of the services. In respect of any of these terms and conditions which excludes or limits the liability of the Carrier, the Carrier in addition to acting for itself is acting as agent and trustee for each of its employee, agents and sub-contractors who will be deemed to be a party to this agreement so they may have the same protection as the Carrier.
3. Unless otherwise expressly agreed in writing, no responsibility will be accepted by the Carrier for any loss of or damage to or mis-delivery or non-delivery of goods, parcels, packages, freight cases or containers or the contents thereof either in transit or in storage for any reason whatsoever.
4. The Customer will be and shall remain responsible to the Carrier for all its proper charges without prejudice to the Carrier's rights against the Consignee or any other person provided that, if it is stated on the consignment note that charges are payable by a particular party or the goods are consigned "COD" or "Freight Collect", the Customer will be required to pay such charges if the nominated party refuses to pay, or does not pay within our trading terms.
5. The price stated on our invoices is the price intended by the Carrier to be paid in respect of the carriage of the goods contracted for. A written quotation on our official letterhead will be the only means by which any agreement to the contrary will be recognized.
6. Freight will be considered earned whether the goods are delivered to the Consignee or not, irrespective of time taken or whether damaged or otherwise.
7. No claims will be considered if the freight charges have not been paid or if on account, such account is not paid up on a current basis. Notice of claims must be lodged, in writing, within 7 days of the receipt or non-receipt of the goods. Notwithstanding anything therein contained, the Carrier will continue to be subject to any statutory consumer guarantee provided by the Competition and Consumer Act 2010 and the Australian Consumer Law which forms part of that Act if and only to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of that guarantee. To the extent permitted by law, and if the Australian Consumer Law is applicable, the liability of the Carrier is limited to the supplying of the carriage services again or the payment of the cost of supply of those services.
8. The Carrier will not insure the goods it is contracted to carry and the Consignor and Consignee should make their own insurance arrangements.
9. If goods are classified as dangerous goods (being goods that are dangerous or are likely to be dangerous or to cause damage) the appropriate box should be ticked on the front of the consignment note and appropriate documentation is to be provided to the Carrier with all such goods, providing a full description of the nature of such goods. The Customer will be liable for all loss or damage caused by those goods and the goods may be destroyed or otherwise dealt with at the sole discretion of the Carrier.
10. Payment for goods and services supplied must be made as stipulated in our trading terms.
11. Subject to the law, all goods and documents relating to goods held by the Carrier will be subject to a particular and general lien for moneys due by the Customer in respect of any such goods. If moneys due are not paid within one month of written notice given to the Customer, the Carrier may sell or dispose of the goods at its sole discretion and may apply the proceeds of sale towards satisfaction of the debt. The Customer must pay reasonable costs (including debt collection commission) we incur to recover (or attempt to recover) any overdue payment.
12. The law of South Australia governs these terms and conditions and any legal action arising from them shall be brought in the courts of that State.
13. Each transaction is based on these terms and conditions. However, we may change the above terms and condition upon written notice to you and you will therefore be bound by such changed terms.
14. In the event the Carrier has any liability to the Customer, the Customer agrees that the Carrier shall not be liable for any consequential loss that may arise.