

TERMS AND CONDITIONS OF CARRIAGE (Easy Freight Solutions Pty Ltd ABN 73 136 616 745)

EasyFreight Solutions 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.

The owner of the goods or his authorised agent (hereinafter, referred to as the "Consignor")

All goods or other services performed shall be subject only to these conditions of carriage and the Carrier reserves the right to accept or refuse the carriage, storage, packaging and handling, storage, or warehousing of any goods at its discretion.

The Carrier, in the event of not carrying, warehousing or handling the goods himself is hereby appointed the agent of the Consignor, and as such may arrange with any other person or company to undertake the carriage, warehousing, packaging and handling of the goods hereby contracted for. Such person or company, its servants, agents and employees shall be entitled to the same benefit of the conditions set out herein, to the same extent, as the Carrier.

The Carrier accepts no responsibility for any loss or damage, to, or mis-delivery or non delivery or failure to deliver or delay in the delivery of goods either in transit or in storage or warehoused for any reason whatsoever.

Insurance of goods will not be effected for the benefit of the Consignor or Consignee unless express **written instructions are received before the goods are accepted by the carrier.**

The Consignor expressly warrants that the Consignor is either the owner or is the duly authorised agent of the owner of the goods and by entering into this agreement the Consignor accepts on behalf of the owner of the goods, all these conditions of carriage.

The Carrier expressly is not a Common Carrier and shall not be liable to any person in respect of any loss or damage whatsoever to any goods including any consequential loss or loss or damage occasioned by the mis-delivery storage or handling or non delivery of such goods or loss or damage to such goods while the same are in the custody or under the control of the Carrier or its subcontractor. Such loss or damage referred to shall mean and include without limiting the foregoing loss or damage caused by the negligence or wilful act of default of the Carrier, its subcontractor or others whether or not such loss or damage is foreseeable or contemplated by the Carrier.

The Carrier shall be at liberty to refuse the carriage, storage, warehousing or packaging and handling of any goods at any time as it in its absolute discretion sees fit.

The Carrier shall not be bound to deliver the goods to the Consignee on or before any due date and shall not be liable to the Consignor or the Consignee or any other person in the event of the non delivery of the goods by any due date.

Insurance for the goods will not be affected by the Carrier except at the Consignor's expense and only upon the express instructions of the Consignor in writing to the Carrier. If the Consignor shall require that the goods be insured then he shall pay unto the Carrier such sum as is requested by the Carrier being the applicable insurance premium.

The description and particulars including particulars of the mass, of the goods set out on the face of our consignment notes are provided by the Consignor and the Consignor warrants to the Carrier that the same are true and correct. The Consignor shall indemnify and save and keep harmless the Carrier in respect of any damage, loss, fine or penalty suffered or incurred by the Carrier in the event that any such particulars are not correct.

The Consignor warrants to the Carrier the adequacy and suitability for the purposes of carriage, storage, warehousing, packaging and handling any packaging, wrapping, container, transportable tank, pallet, parcel, carton or case which has been supplied for on behalf of the Consignor and will indemnify the Carrier against, any loss arising out of lack of adequacy or suitability of such packaging, wrapping container transportable tank, pallet, parcel, carton or case.

The price payable by the Consignor to the Carrier shall be for such freight, storage, warehousing, packaging and handling charge as is described herein and such sum shall become immediately due and payable forthwith upon the delivery, or the availability for delivery of the goods to the receiver notwithstanding that the goods, or some of them, may not be delivered by the Carrier or the subcontractor to the Consignee.

All representation and warranties are hereby excluded except as are included in these conditions or carriage, storage, packaging and handling and these conditions of carriage, storage, packaging and handling shall constitute the whole of the contract between the Carrier and the Consignor.

The Consignor hereby authorises the Carrier to enter into at its absolute discretion any contract with any other person for the carriage, storage, packaging and handling of the goods. Any such contract shall be deemed to be agreed to by the Consignor upon delivery of the said goods to such subcontractor who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier.

It is acknowledged that in the event of any provision of these conditions being unenforceable for any reason whatsoever then the same shall be severed from the remainder of the conditions and shall not effect the enforceability of the remainder of the conditions.

Consignor warrants that except as shown in any accompanying consignor's certificate the consignment does not contain any explosive volatile spirits or other cargo of dangerous inflammable or offensive nature, or cargo the carriage, storage,

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packaging and handling of which by carrier, would be illegal or prohibited by an law or regulation of any State, Territory or the Commonwealth, due to its nature, packaging, or labelling. The Consignor hereby indemnifies carrier in respect of the carrier's liability for death, bodily injury, loss and/or damage wholly or partially as the result of or arising out of consignor's failure to comply with this warranty.

Carrier shall have a lien on the goods for freight and incidental costs and expenses, and in the event of payment not being made on demand may enforce such lien by sale of the goods without notice. Furthermore the Carrier reserves the right to provide credit information & trading history information to authorities & 3rd parties, within the guidelines of our Privacy Policy.

The Consignor 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, where it is stated on the consignment note that charges are payable by the Consignee or the goods are consigned "COD" or "Freight Collect: the Consignor shall not be required to pay such charges unless the Consignee refuses to pay, or does not pay within their trading terms.

The price stated on our invoice is the price intended by the Carrier to be paid in respect of the carriage, storage, packaging and handling 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 recognised.

Freight and or other charges are considered earned whether the goods are delivered to the Consignee or not, irrespective of the time taken, whether damaged or otherwise. No claims will be considered if the freight charges have not been paid off or if on account such account is not paid up on a current basis and on all such notice of claims must be lodged, in writing within 7 days of the receipt of non receipt of goods. The Carrier reserves the right to contra the amount of any insurance settlement against unpaid freight charges.

We are not common Carriers.