



STANDARD TERMS AND CONDITIONS OF CONTRACT FOR FREIGHT FORWARDING OF GOODS

Definitions

1. In these terms and conditions:

‘Freight Forwarder’ shall mean the company (being a member of the Universal Group of Companies), the name of which is printed on the face of any contract incorporating these standards, terms and conditions.

‘Freight forwarding’ shall mean and include the whole of the operations and services undertaken by the Freight Forwarder in respect of the goods.

‘Goods’ shall mean the cargo accepted from the consignor together with any container, packaging or pallets supplied by or on behalf of the consignor.

‘Sub-contractor’ shall include any person who pursuant to a contract or arrangement with any other person (whether or not the Freight Forwarder) performs or agrees to perform the freight forwarding or any part thereof.

Negation of liability as a common carrier

2. The Freight Forwarder is not a common carrier nor a carrier and will accept no liability as such. All goods are forwarded or transported and all storage and other services are performed by the Freight Forwarder subject only to these conditions and the Freight Forwarder reserves the right to refuse the freight forwarding or transport of goods for any person, corporation or company and the freight forwarding or transport of any class of goods at its discretion.

Agreement between parties

3. (1) It is agreed that the person delivering the goods for freight forwarding or transport is authorised to sign any consignment note for the consignor.
- (2) The consignor warrants that in agreeing to the terms hereof he is or has the authority of the person or persons owning or having any interest in the goods or any part thereof.
- (3) Without prejudice to the generality of the foregoing, the consignor undertakes to indemnify the Freight Forwarder in respect of any liability whatsoever in respect of the goods to any person (other than the consignor) who claims to have, who has or who may hereafter have any interest in the goods or any part thereof.

Consignor responsible for charges

4. The consignor shall be responsible for payment of all charges for the freight forwarding of its goods together with any levies, fines, expenses, taxes or other outlays arising from such freight forwarding.

Right to sub-contract

5. (1) The Freight Forwarder and any sub-contractor shall be entitled to subcontract on any terms the whole or any part of the freight forwarding.
- (2) The consignor undertakes that no claim or allegation shall be made whether by the consignor on any other person who is or may hereafter be interested in the goods, against any person (other than the Freight Forwarder) by whom (whether as sub-contractor, principle, employer, servant, agent or otherwise) the freight forwarding of any part thereof is performed or undertaken which imposes or attempts to impose upon such person any liability whatsoever in connection with the goods whether or not arising out of negligence on the part of such person, and if such claim or allegation should nevertheless be made, to indemnify the Freight Forwarder and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing and for the purpose of this clause the Freight Forwarder is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this contract.

Extension of exemptions to sub-contractors

6. Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Freight Forwarder or to which the Freight Forwarder is entitled hereunder shall also be available and shall extend to protect:
 - (a) all sub-contractors;
 - (b) every servant or agent of the Freight Forwarder or of a sub-contractor;
 - (c) every other person (other than the Freight Forwarder) by whom the freight forwarding or any part thereof is performed or undertaken;
 - (d) all persons who are or might be vicariously liable for the acts or omissions of any person falling within (a), (b) or (c) hereof and for the purposes of this clause the Freight Forwarder is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties of this contract.

Liability of Freight Forwarder

7. (1) The Freight Forwarder is liable to the consignor in respect of the freight forwarding of goods for physical loss or damage up to the limit and subject to the conditions provided for in any other contract in writing between the consignor and the Freight Forwarder for the insurance of the goods, if any.
- (2) In any event subject only to sub-clause (1) and to clauses 22 and 23, the goods are at the risk of the consignor and not the Freight Forwarder and the Freight Forwarder shall not be responsible in tort or contract or otherwise for any loss or damage to or deterioration 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 breach of contract or wilful act or default of the Freight Forwarder or others and this clause shall apply to all such loss of 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 or on behalf of the Freight Forwarder of the contract or in events which are in the contemplation of the Freight Forwarder and/or the consignor or in events which are foreseeable by them or either of them or in events which could constitute a fundamental breach of the contract or a breach of a fundamental term thereof.

Handling of goods

8. If the consignor expressly or impliedly instructs the Freight Forwarder to use or it is expressly or impliedly agreed that the Freight Forwarder will use particular method of handling or storing the goods or a particular method of freight forwarding whether by road, rail, sea or air the Freight Forwarder will give priority to that method but if it cannot conveniently be adopted by the Freight Forwarder, the consignor hereby authorises the Freight Forwarder to handle or store or to carry or to have the goods freight forwarded by another method or methods

Authorisation of deviation from usual route

9. The consignor hereby authorises any deviation from the usual route or manner of freight forwarding of goods which may in the absolute discretion of the Freight Forwarder be deemed desirable or necessary in the circumstances

Delivery

10. (1) The Freight Forwarder is authorised to deliver the goods at the address nominated to the Freight Forwarder by the consignor for the purpose and without prejudice to the foregoing it is expressly agreed that the Freight Forwarder shall be conclusively presumed 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

- (2) If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Freight Forwarder, the Freight Forwarder 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 Freight Forwarder the consignor shall pay or indemnify the Freight Forwarder for all costs and expenses incurred in or about such storage. In the event that the goods are stored by the Freight Forwarder the Freight Forwarder shall be at liberty to re-deliver them to the consignor from the place of storage at the consignor's expense.

Forwarding by rail

- 11 Where the goods are accepted for forwarding by rail to an address in a town or other place where the Freight Forwarder has no receiving depot the goods will be deemed duly delivered according to this contract if they are delivered to the nearest railhead.

Delay in loading or unloading

12. The consignor will be and remain responsible to the Freight Forwarder for all its proper charges incurred for any reason. A charge may be made by the Freight Forwarder in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of the Freight Forwarder. Such permissible delay period shall commence upon the Freight Forwarder reporting for loading or unloading. Labour to load or unload goods shall be the responsibility and expense of the consignor or consignee.

Freight Forwarder's charges

13. The Freight Forwarder's charges shall be deemed fully earned as soon as the goods are loaded and dispatched from the consignor's premises and shall be payable and non-refundable in any event. Such payment shall be made in accordance with the terms and conditions of the contract incorporating these standard terms and conditions.

Freight Forwarder's lien

14. (1) The Freight Forwarder shall have a lien on the goods and any documents relating thereto and on any other goods of the consignor in the possession of the Freight Forwarder or any documents relating thereto for all sums payable by the consignor to the Freight Forwarder and for that purpose shall have the right to sell any such goods by public auction or private treaty without notice to the consignor.
- (2) The consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling or cartage of the goods and that the goods are packed in a manner adequate to withstand the ordinary risks of freight forwarding having regard to their nature and hereby indemnifies the Freight Forwarder for any liability whatsoever as a result of or arising out of the consignor's failure to comply with each of these warranties.

Dangerous goods

15. (1) The consignor shall not tender for freight forwarding any volatile spirits or explosive goods which are or may become dangerous, inflammable or offensive (including radio-active 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 shall be liable for all loss and damage caused thereby and if in the opinion of the Freight Forwarder the goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by the Freight Forwarder without compensation to the consignor and without prejudice to the Freight Forwarder's right to any charges hereunder.
- (2) The consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling or cartage of the goods and that the goods are packed in a manner adequate to withstand the ordinary risks of freight forwarding having regard to their nature and hereby indemnifies the Freight Forwarder for any liability whatsoever as a result of or arising out of the consignor's failure to comply with each of these warranties.

Packaging requirements

16. It is agreed that the consignor shall be responsible for the conformity of any containers, packaging or pallets with any requirements of the consignee and for any expense incurred by the Freight Forwarder arising from any failure to so conform.

Variation of terms

17. It is agreed that no servant or agent of the Freight Forwarder or any other person has any power to waive or vary any of the terms hereof unless such waiver or variation is in writing signed by an executive officer of the Freight Forwarder.

Claim for damage or loss

18. If the Freight Forwarder is liable for damage to or loss of the goods or any part thereof, no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the Freight Forwarder in the State in which delivery was or ought to have been effected within seven (7) days after delivery was effected or would in the ordinary course of business have been effected.

Suit to be brought within six months

19. Notwithstanding any other provision hereof other than clauses 22 and 23 hereof the Freight Forwarder shall in any event be discharged from all liability whatsoever in respect of the goods unless suit is brought within six (6) months from their delivery or from the date on which in the ordinary course of business delivery would have been effected.

No responsibility for collection of cash

20. All goods received by the Freight Forwarder for freight forwarding or storage are accepted subject to the condition that the Freight Forwarder will accept no responsibility for the collection of cash on delivery or any other payments on behalf of the consignor or any other person. When goods are tendered by any person with instructions for the Freight Forwarder to collect any such payments the Freight Forwarder shall not be bound by such instructions notwithstanding that the Freight Forwarder may accept the goods as tendered and perform other services of carriage, forwarding or storage in relation to those goods.

Conditions to have full force in all circumstances

21. All the rights, immunities and limitations of liability in the above terms shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or any of the conditions hereof by the carrier or any other person entitled to the benefit of such provisions.

Provisions severable

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

Queensland contracts

23. In respect of contracts made in Queensland and in any other case where the carriage or any part thereof is subject to the Carriage of Goods by Land (Carriers' Liability) Act 1967 of that State, these conditions shall continue in full force and effect except to the extent that they are or any part thereof is void by operation of that Act.

Trade Practices Act applicable

24. Notwithstanding anything herein contained the carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevents this exclusion, restriction or modification of any such warranty.

Outstanding Charges

25. The Freight Forwarder reserves the right to rescind all discounted quoted rates and recalculate outstanding charges at the current advertised schedule should accounts fail to be finalised within trading terms, which *inter alia* require payment to be made to the Freight Forwarder upon invoice unless other arrangements are agreed in writing between the parties.