



TERMS AND CONDITIONS OF SERVICE

1. In consideration of the **Consigner** (the party engaging the below defined **Carrier**) agreeing to pay the Carrier's charges the Carrier will supply transport and other services referred to in these terms and conditions (**Service**).
2. The **Carrier** is **Warners Transport & Distribution Pty Ltd ACN 069 071 846** and, where the context requires or permits, includes its servants, agents and sub-contractors.
3. The **Consignor warrants** that any person employed by, or an agent of, the Consignor who signs documents on the Consignor's behalf, including consignment notes, is duly authorised by the Consignor.
4. The Carrier is **not a "Common Carrier"** and, accordingly, reserves the right and discretion to refuse the carriage or transport of goods of any person, and the carriage or transport of any class of goods.
5. Consignor's goods (**Goods**) accepted by the Carrier are subject to **Service conditions**, including the following:
 - (a) Goods must comply with **all legal requirements** as to their nature, condition and packing, including customs duties, excise duties and all and any other impost (**Compliance**).
 - (b) Any Compliance cost, expense or charge incurred by the Carrier must be **paid by the Consignor**, whether directly or by reimbursed to the Carrier.
 - (c) All Goods are **fully and accurately identified** in the Service consignment note, or elsewhere, as to their nature and value. and, where relevant or required, that they.
 - (d) If Goods are liquid, noxious, **dangerous**, hazardous or flammable they are liable to higher Service **charges** than standard Carrier rates, determined at the Carrier's discretion.
6. These conditions may not be **varied** by the Consignor except by prior written agreement with the Carrier. The Carrier might alter these conditions from consignment to consignment and the Consignor is thus required to read these conditions as they apply from time to time.
7. All Service **charges** are due and payable when the Carrier determines, exclusive of GST unless stated to be otherwise (in which case GST needs to be paid in addition to stated accounts) and no charges paid are refundable.
8. If the Carrier agrees Service charges may be paid by a consignee receiver of Goods (**Consignee**) the Consignor guarantees and undertakes to pay such Service charges on demand, including any additional charges including reasonable time charges for making demands for payment, arranging alternative delivery arrangements.
9. Service charges may be determined by reference to **weight, measurement or value**, and the Carrier may at any time re-weigh, re-measure or re-value the goods or require the goods to be re-weighed, re-measured or re-valued and impose additional charges if there be any difference in the weight measurement or value of Goods when compared with that purportedly disclosed pursuant to clause 5 of these terms and conditions.
10. If the Consignee is not at the address provided on the consignment note during normal trading hours the Carrier may impose additional administrative, holding and carriage charges at its determined rates until **delivery** of the Goods is accomplished.
11. The Carrier may deliver goods at **intermediate points** on the carriage route by agreement established with the Consignor.
12. Goods may be **on forwarded** by any means at the Carrier's discretion.
13. The Carrier may cause Goods carriage by a Carrier independent **contractor** or sub-contractor.
14. The Consignor authorises the Carrier to act as the **Consignor's agent** to arrange Goods carriage on these terms.
15. All rights, immunities and limitations of liability conferred on the Carrier, whether expressly or impliedly in these terms and conditions survive and continue to be of full force and effect **after delivery** (including mis-delivery) or attempted delivery of the Goods and notwithstanding any breach of these terms and conditions by the Carrier.
16. The Consignor will **indemnify** and hold harmless the Carrier from any claims, demands, actions, losses, liabilities, costs and expenses in respect of:
 - (a) loss of or damage to property; or
 - (b) injury to or death of any person.arising out of or in respect of or caused by the carriage, transportation, packing, loading, unloading or storage of Goods or anything done in connection thereto by the Carrier with such indemnity to apply notwithstanding, to the extent permitted at law, any loss of or damage to property or the injury to or death of the person was caused by the Carrier's negligence, breach of statutory duty or breach of contract.
17. The Carrier's liability in any case is limited to the cost of again providing the Services relevant to any given consignment

note.

18. The Carrier may:
 - (a) **carry** Goods by any **method** in its absolute discretion it deems fit notwithstanding any Consignor instruction verbal or otherwise; and
 - (b) charge for the carriage method at the agreed rate regardless of the method used to carry Goods.
19. The Carrier's prevailing operational terms and conditions (including prices, payment, rates, surcharges, services, administration fees, zones and allowances) and policies, including OHS (on matters including chains of responsibility), privacy and other policies are available to see at www.warnertrans.com.au and those are incorporated by reference to these terms and conditions save to the extent these provisions are inconsistent in which case these provisions prevail.
20. The Goods are subject to a general lien for charges due to the Carrier. If the Carrier's charges are not paid or Goods are not collected the Carrier may, at its discretion and without any notice to either the Consignor or Consignee in the case of perishable Goods, immediately, and in any other case after one month, either:
 - (a) **remove the Goods** or any part of them and store them in such place and manner as the Carrier sees fit at the Consignor's risk and expense (or the Consignee as the case may be); or
 - (b) determine the Goods as its own and **sell the Goods** or any part of them on such terms as it deems fit then apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for any account, loss or damage.
21. The Consignor must purchase and maintain **insurance** to cover its risks and the risks of the Consignee and any other person having any interest in the Goods in any way arising from, relating to or connected with the Goods and the Service.
22. The Consignor may request in writing that the **Carrier to establish** and maintain the **insurance** referred to in clause 21, and if the Carrier agrees it will make reasonable efforts to do so (at the Consignor's cost) but the Carrier will not be liable or held responsible for and the Consignor will indemnify the Carrier against any loss, injury or damage suffered by the Consignor, Consignee or any person having an interest in the Goods for any reason including a failure to cause the referred to insurance to be established or to be adequate for losses occurring.
23. The Carrier will not be liable for any failure by it to perform any obligation in these terms and conditions or performing them within a particular time or any loss or damage to goods if the Carrier is **unable to perform** that obligation by reason of, or the loss or damage is because of any matter which is beyond its control including but not limited to: disease, any accident, weather conditions, industrial action, shortage or unavailability of fuel, congestion on roads, railways, ports or other venues, fires, earthquakes, storms, floods or change in any law or any direction of a government authority.
24. These terms and conditions are governed by and construed in accordance with the laws of **Western Australia** and any proceedings against the Carrier must be brought in that State and not elsewhere within 12 months from the date of consignment note.
25. If a term or condition or **part** is **unenforceable** the unenforceability does not affect any other part of the term or condition or any other term or condition.
26. The Carrier is not bound by any **waiver**, discharge or release of a term or condition or any agreement which varies these terms and conditions unless it is agreed in writing by the Carrier.
27. The Consignor will pay the Carriers costs and disbursements incurred in pursuing any **recovery action**, or any other claim or remedy against the Consignor, including collection costs, debt recovery fees and legal costs. The interest rate charged on any overdue outstanding debts is a fixed rate of 10 percent per annum.
28. All amounts payable by the Consignor must be paid without **set-off or countermand**.
29. In the event of any dispute the parties must seek to resolve the issues between them by meeting and then, if not resolved within 14 days of a dispute arising, mediation by a person nominated by the Resolution Institute (WA Chapter) under and by reference to that mediator's guidance but nothing in this clause precludes or prohibits a party seeking urgent injunctive relief.
30. Words capitalised in these terms and conditions are defined terms and the meaning of those words persists from the time they are defined throughout these terms and conditions.
31. The words "includes" or "including" are not words of limitation and instead should be read to mean there are likely other parts than those next listed.

Client Acknowledgement Signature - _____ Client Name (Print Name) _____

Company Name - _____ Date - _____

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