

"Carrier" means DAKO AUSTRALIA PTY LTD (ABN 69 623 647 058) carrying on business in its own name or under any other business name and unless the context otherwise requires includes its officers, servants, agents and sub-contractors;

"Dangerous Goods" means all such Goods as are in fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable, volatile or capable by their nature of causing damage or injury to other Goods or persons or animals or any other thing in which such dangerous goods are carried or stored, or any Goods which in the opinion of the Carrier are likely to cause damage or injury to persons, other Goods or property.

"Goods" means the cargo or articles or goods perishable or otherwise (including animals of any description) which the Sender or any other person has provided together with any other container or any other packaging, pallets or other storing device supplied to the Carrier;

"Receiver" means a person to whom Goods are consigned by the Sender; and

"Sender" means a person or company for whom any business is done by the Carrier or with whom any contract for the rendering of services by the Carrier is made.

1. THE CARRIER IS NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of Goods for any person, corporation or company and the carriage or transport of any class of Goods at its discretion.

2.1 This consignment, whether the Goods are delivered or not, shall be subject to these Conditions and shall be governed by the law of New South Wales. Any proceedings against the Carrier shall be brought in New South Wales, and not elsewhere, within twelve (12) months from the date of contract. The Carrier shall not be bound by any agreement purporting to vary these Conditions unless such agreement shall be in writing and signed by the Chief Executive Officer of the Carrier.

2.2 When these Conditions apply to or form part of an air waybill issued by the Carrier in its capacity as a contracting party for air transportation, it is agreed that the transportation to the airport of departure and from the airport of arrival does not constitute part of the contract of air carriage. As far as the Carrier takes over the arrangement of performance of such services, this is done under a separate contract which is subject to these terms and conditions and (to the extent only to which these terms and conditions do not or cannot exclude or modify the operation of any applicable legislation) to that legislation.

3. The Carrier may have the Goods carried, stored or otherwise handled by any servant or agent or sub-contractor of the Carrier or any servant or agent of any sub-contractor or by any other person and the Sender hereby authorises any deviation from the usual route or manner of cartage or method or place of storage of Goods which may in the absolute discretion of the Carrier be deemed desirable or necessary in the circumstances.

4. The Sender acknowledges and agrees that neither the Carrier nor any servant or agent or sub-contractor of the Carrier nor any other person who carries the Goods at any time pursuant to this consignment note shall in any circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for any personal injury or loss or damage to or mis-delivery, delayed delivery or non-delivery of the Goods or any of them whether in transit or in storage or otherwise nor for any consequential loss or injury of any kind whatever whether such personal injury, loss, damage, mis-delivery, delayed delivery, non-delivery or consequential damage or injury is caused or alleged to have been caused by the negligence or wrongful act or default of the Carrier or its servants or agents or sub-contractors or the servants or agents of any sub-contractors or by any cause whatever.

5.1 No insurance will be effected by the Carrier except upon express instructions given in writing by the Sender at or before the consignment of the Goods and then only at the Sender's cost as to premium and excess (if any).

5.2 If express instructions of the kind referred to in Condition 5.1 are given, Transit Insurance will be arranged by the Carrier in accordance with the provisions listed below. The insurance will be arranged with such insurer or insurers as the Carrier may select and will be subject to the conditions, limitations and exclusions usually contained in the standard form of policy adopted by the insurer. In no circumstances will the Carrier be under liability in respect of any such insurance otherwise than to arrange the same in accordance with these Conditions and the provisions and conditions listed below.

6. Should a person require the Carrier to pick-up Goods on that person's behalf from a third party, any receipt the Carrier may give the third party when effecting the pick-up is no more than a record of the pick-up and cannot be construed as confirmation of the quality or condition of the Goods.

7. The Carrier's charges shall be deemed full earned as soon as the Goods are loaded and despatched on the Sender's behalf and shall be payable and non-refundable in any event.

8. Where it is agreed that the charges for carriage will be paid by the Receiver or a third party the Sender will indemnify the Carrier against any loss resulting from the non-payment of the charges by the Receiver or third party and without limiting the generality hereof, the Sender agrees that if or insofar as any charges are not paid by the Receiver or third party on demand the Sender will on demand pay the same to the Carrier.

9. Any person delivering Goods to the Carrier for carriage is deemed to have authority to sign this consignment note for the Sender.

10. The Sender warrants:

- i. That the Sender is the owner of the Goods or otherwise has the authority of the owner to consign the Goods upon and subject to these Conditions.
- ii. That the Goods comply with the requirement of any applicable law (including the Australian Code for the Transport of Dangerous Goods by Road and Rail and Air Navigation Orders Part 33) relating to the consigning and packaging of the Goods and the expenses and charges of the Carrier in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs warehouse or other authority or company shall be paid by the Sender.
- iii. That if any of the Goods are subject to the control of the Customs all customs duty, excise duty and costs which the Carrier becomes liable to pay or shall pay in respect of such Goods pursuant to any law relating to customs or excise shall be paid or reimbursed by the Sender.
- iv. That the Sender has complied with all applicable laws relating to Dangerous Goods by fully describing in writing whether on the consignment note or separately (and in the latter case has brought the description to the actual attention of the Carrier's servants or agents) the name and nature and the value of all Goods of a noxious, dangerous, hazardous or inflammable nature or capable of causing damage or injury to any other Goods, to any person or animals with which, or to any store, vessel, vehicle, wagon, van, aircraft or conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored and additional freight charges shall be paid on such Goods if deemed necessary by the Carrier.

v. That the Goods are packed in a manner adequate to withstand the ordinary risk of carriage having regard to their nature and that the Sender has correctly declared the weight of the Goods.

10A The Sender and the Receiver are liable for and shall indemnify the Carrier against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities, whether or not arising out of the negligence of the Carrier, incurred by the Carrier in the performance of its obligations hereunder, including any liability to indemnify any other person against claims made against such other person by the Sender, Receiver or owner of Goods. Without limiting this clause 10A, the Sender and the Receiver shall be liable for and shall indemnify the Carrier against all liability for goods and services tax levied under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended and any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.

11. The Carrier shall have a general lien and a particular lien on all Goods or documents relating to any and all Goods in their possession for any and all sums due at any time from the Sender or the Receiver, and shall be entitled to sell or dispose of such Goods or documents at the expense of the owner of those Goods and apply the proceeds in or towards the payment of such sums on 28 days' notice in writing to the owner of the Goods notwithstanding the fact that the Goods or documents thereby sold or disposed of do not relate to the sum or sums due to the Carrier. Without limiting this Condition 11, the Sender indemnifies the Carrier against all solicitor-client legal costs incurred by the Carrier for any reason in respect of these Conditions and any contract hereunder, and the general lien hereunder shall be available to cover all such costs incurred by the Carrier.

12. These Conditions, and in particular and without limiting the generality hereof the limitations and exclusions of the Carrier's liability herein contained, shall continue to apply and to be of full force and effect in all circumstances notwithstanding any breach or alleged breach by the Carrier of the contract of carriage and in particular (but without limitation of the generality hereof), notwithstanding any departure by the Carrier from these Conditions or the conditions of this contract of carriage whether by way of deviation or otherwise howsoever.

13. The provisions of these Conditions shall apply to the container or containers or other packaging containing Goods and to any pallet or pallets delivered with the Goods to the Carrier. The Sender shall be responsible for the conformity of such containers, packaging and pallets with any requirements of the Receiver and for the expense incurred by the Carrier arising from any failure so to conform.

14. Any instruction to the Carrier to exchange or transfer consigned pallets to the Carrier's pallet hire account is accepted only on the basis that the Sender will indemnify the Carrier against any loss or non-recovery of the consigned pallets howsoever arising. Evidence of the instruction to the Carrier and any non-recovery shall be as shown on the face of the consignment note which shall be deemed conclusive proof of the instruction and/or non-recovery. A charge may be made by the Carrier for the cost of hiring, recovery and replacement (if applicable) for all pallets hired by the Carrier unless exchange pallets are available at the time of delivery.

15. If the Sender expressly or impliedly instructs the Carrier to use or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the Goods or a particular method of carriage, whether by road, rail, sea or air, the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier the sender hereby authorises the Carrier to handle or store or to carry or to have the Goods carried by another method or methods. The Carrier shall be entitled to open any document, wrapping, package or other container in which the Goods are placed or carried, to inspect the Goods to determine their nature or condition or for the purposes of determining their ownership or destination where any consignment note or other identifying document or mark is lost, damaged, destroyed or defaced.

16. The Sender will be and remain responsible to the Carrier for all the Carrier's proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of the agreed time, in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period shall commence upon the Carrier reporting for loading or unloading. Labour to load or unload Goods shall be the responsibility and expense of the Sender or Receiver. Should the Receiver not be in attendance during normal trading hours or at the time specified, the Carrier reserves the right to make a further charge for every call made until delivery is affected.

17. The Carrier may charge freight by weight, measurement or value and may at any time re-weigh or re-measure or re-value or require the Goods to be re-weighed or re-measured or re-valued and charge proportional additional freight accordingly.

18. The Carrier will deliver Goods at intermediate points only by special arrangement and then only provided suitable facilities are available at all hours.

19. Regarding Goods which the Carrier has been requested by the Sender 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 in transit or otherwise and howsoever occasioned to the said Goods or any of them.

20. When the Carrier is required to load or unload any liquids, partly liquid 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 the product during any such loading or unloading operation or packing, whilst such product is in transit by any means of transportation or whilst Goods are held in store or bulk storage tanks for any reason whatsoever.

21. Notwithstanding the provisions hereof these Conditions shall be read subject to any implied terms, conditions or warranties imposed by the Trade Practices Act 1974 (as amended) or any other Commonwealth or State legislation insofar as such may be applicable and prevents either expressly or impliedly the exclusion or modification of any such term, condition or warranty.

22. Any certificate of a director or secretary of the Carrier for the time being or any other person properly authorised by the Carrier shall be conclusive evidence as to any matter so certified.

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On behalf of (Company)

.....
Signature

.....
Name

OFFICE USE ONLY:

..... / / 2019
Date received

.....
Signature

COMPANY STAMP (HERE)