

Customer Terms and conditions

- The word "Customer" in these Terms means the applicant for credit whose name and address is set out on the attached. The shipper (consignor), the receiver (consignee), the owner of the Goods, the bailor of the Goods or the person for whom any of the Services are arranged and/or performed.
- The word "Company" in these Terms means "The Courier Group" (ABN -----), its employees, servants, agents, subsidiaries and/or associated entities.
- The word "Dangerous goods" in these Terms mean such of the Goods as shall be, or become, in fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to other goods, persons, plants or animals or to any thing including that in which the Goods are carried, handled or stored.
- The word "Force Majeure" in these Terms means any circumstance or cause beyond our control including without limitation natural disasters, acts of God, pandemic, industrial disputes, war, terrorism, fire, flood, embargo, litigation, strikes and / or lockouts.
- The word "Goods" in these Terms means the chattels, articles or things tendered for by the Customer for the Services and shall include the container(s), unit load device(s) or other packaging containing the same and any other pallet(s) delivered with the same to the Company or Subcontractor by the Customer or for or on its behalf.
- The word "Perishable goods" in these Terms mean Goods that shall be in fact or law liable to deteriorate in quality and/or value and shall include, but not be limited to, fruits, vegetables, dairy products, meat, etc.
- The word "Services" in these Terms mean the carriage, transport, movement, packing, handling, storage/warehousing, customs clearance and/or any other service arranged or performed by the Company, pursuant to, or ancillary to, this contract with the Customer.
- The word "Subcontractor" in these Terms shall mean and include any person, firm or company (other than the Company) that arranges or performs the Services (or a part thereof).
- The word "Valuables" in these Terms mean bullion, coins, precious stones, jewellery, antiques, or works of art.

The heading to any clause is intended to assist in reading the term and is not to be used to limit or qualifying the meaning thereof.

(ii) Except where the context clearly shows an intention to the contrary, the singular shall include the plural and the plural shall include the singular.

(iii) The use of the term "and/or" shall mean any one or all or any combination of the things, persons and events that precede and follow it as the context suggests.

1. Not a Common Carrier

- a. The CARRIER IS NOT A COMMON CARRIER and will accept no liability as such. Services are arranged, undertaken and/or performed by the Company subject only to these conditions of contract which constitute the entire agreement between the Company and the Customer. 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. Capacity Of Engagement

- a. The company and the Customer agree that: The company acts only as an agent to arrange the service (or part thereof), except when performing the service (or part thereof). Without limiting the generality, the Company acts as agent when any air waybill, consignment note or sea carriage documents for the designated carriage names the Customer or its agent (excluding the Company) as shipper and/or consignee in said document.

3. Contracts with Third Parties

- a. As an agent or principal under Section 2, the company is authorised to contract with a Subcontractor on its own or on behalf of the Client, with each Subcontractor authorised to providing another Subcontractor for services agreed to be arranged to this contract. Such contracts may be based on the terms and conditions used by the subcontractors that the Company or the subcontractors may contract for such services, including in every case terms which may limit or exclude liability in respect of the Service. In any case, we reserve the right to full benefits of all privileges, rights and immunities available to any subcontractors under such contract or mandatory applicable law in connection with the services provided. The terms of all subcontractors are available from the company upon request.

4. Prevention of Suit/Circular Indemnity and Himalaya

- a. The Customer agrees that no claim or allegation will be made against company employees, servants, agents, subcontractors (including subcontractor employees and agents), or any other person who may be vicariously liable for the actions or omissions of such parties which imposes or attempts to impose upon any such party any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of such party. If such allegations or accusations are made, the Customer will indemnify the Company from all resulting consequences, without prejudice. Every such party shall benefit from all provisions benefiting the Company as if such provisions were expressly for its benefit, and in entering into this agreement the Company to the extent of these provisions does so, not only for itself, but also as agent and trustee for such parties.

5. Warranties by the Customer

The Customer warrants:

- a. They are the owner or have authority of the owner or anyone have interest in the goods or any part thereof to sign the consent to the company's instructions, other contractual documents, or otherwise accept and consign the goods upon and subject to these conditions.
- b. That the person who releases or delivers the goods to the company has the authority to sign the company's instructions or other contractual documents on behalf of the customer and accept and agree to these terms.
- c. the adequacy of packing, stowing and suitability of the Goods for the Services contracted, and the accuracy of all marking, branding, description, values, and other information provided to the company for carriage, customs, consular, and other purposes. The customer indemnifies the Company from any losses, damages, expenses, or fines resulting from any inadequacy, unsuitability, inaccuracy, or omission in this regard.
- d. The performance of the services provided or arranged by the Company to carry out your instructions regarding the goods does not violate applicable law.

6. Exclusion and Limitation of Liability

- a. In accordance with the terms of this contract and the mandatory statute, convention or laws that apply, the Company shall not be liable for any loss or damage suffered by the Customer or any other person, however caused or arising from; an authorised or unauthorised act OR contemplated or un contemplated act under this contract either caused by the negligence and / or reckless and / or deliberate misconduct of company employees, servants, agents, subcontractors, or a breach of contract resulting from, or attributable to, any quotation, statement, representation or information, oral or written, made or given on behalf of the Company or its servants, agents, employees or Contractors as to the classification of, liability for, amount, scale or rate of customs duty, excise duty or other impost or tax applicable to any goods subject of any Service.
- b. Where liability cannot be ruled out by this Agreement due to mandatory applicable statute, or law, the Company's liability shall be limited to AUD \$ 100.00 or the value of the goods covered by this Agreement at the time the goods were received by the Company.
- c. In all cases where this Agreement may not exclude or limit liability for breach of any condition or warranty in respect of the Services, the Company's liability shall be limited to one or more of the following as determined by the Company at its absolute discretion.
 - i. providing supply of the Services again; or
 - ii. payment of the cost of having the Services supplied again.
- d. Without limiting the generality of the above, the Company shall not be liable for any loss or damage other than to the Goods including direct, indirect or consequential loss or damage arising from the Services performed in respect of the Goods including loss of market, loss of profit or loss of contracts howsoever caused. The rights, immunities, defences and limits provided for in these conditions shall apply in any action against the Company for loss or damage whether the action be found in contract, bailment, tort or otherwise notwithstanding any breach of the contract or condition hereof by the Company.
- e. In addition, without limiting the generality of the above, the Company shall not be liable for any loss or damage suffered by the Customer or any other person as a result of the Company's or Contractor's failure or inability to collect or receive C.O.D. payments from any consignees or their agents of our or the contractor's failure to collect or receive the COD fee. increase. Payment by the beneficiary or its agent, whether due to company officers, agents, employees, contractors, or other negligence. Whether the cause is the negligence of a company officer, agent, employee, contractor, or otherwise.
- f. No value is declared for the purpose of extending liability and the goods will be forwarded or dealt with at the Customer's or owner's risk unless express written instructions to the contrary are given by the Customer and accepted in writing by the Company.
- g. the Customer agrees with the Company, that the Customer's right to compensation for any loss or damage will only be upheld if the following are strictly adhered to:
 - i. Claims for loss or damage must be provided to the company in writing within 7 days of delivery of the goods or by the day the service is completed, whichever comes first.
 - ii. Claims for loss / non-delivery of goods must be notified to the company in writing within 60 days from the date the goods should have been delivered or the date the service should have been completed, whichever date occurs first. Any right to any legal remedy against the Company shall be extinguished unless legal proceedings are brought against the Company in the state of New South Wales and not otherwise within 9 months from the date of this contract or the date the Services were completed or Goods delivered, or the date the Services should have been completed or the Goods should have been delivered, whichever date occurs first.

7. Insurance

Given our right of the company to exclude or limit liability under subparagraphs (a) to (g) of the preceding clause, the Customer should seek their own insurance coverage for any loss or damage it may incur. The Company will not arrange or provide insurance on the Customer's behalf.

8. Vehicle: Loading and Unloading on and from Transportation Vehicle

- a. The Customer is responsible for the cost and arrangement of loading and unloading goods on each relevant transport vehicle.
- b. If the loading and unloading of goods is delayed for reasons other than the negligence of the Company or subcontractor, the Customer shall be liable for the costs (including demurrage costs) incurred by the Company as a result of the delay.
- c. The Customer shall provide adequate and suitable facilities and equipment for loading and unloading goods from the relevant transportation vehicle. Customers also ensure that the goods are suitable for carriage in such vehicle.

- d. The Customer will place all items weighing over 35 kg on skid or pallet. A Carrier may, at its discretion, collect this Item and Customer shall incur additional charges or charges, including but not limited to manual handling, tail lift hand unload.
- e. The Customer has the right to inspect the transport vehicle before loading the goods. If there are no inspections or complaints, the transport vehicle is considered to be in adequate and suitable condition for the carriage of the Goods. Thereafter, the Customer will have no rights against the Company regarding the condition of the vehicle and the Company shall not be liable for any loss or damage caused by the inadequate or unsound condition of the vehicle.
- 9. Warehousing**
Goods can be stored or otherwise held at any place, or at any time be removed from any place at which they may be warehoused or otherwise held to any other at the Customers risk and expense.
- Customer's Indemnity**
- a. The Customer indemnify the Company in respect of any claims, losses, damages, payments, fines, expenses, duty, taxes, impost, outlay, cost or other liability incurred by the Company howsoever caused or incurred, whether arising directly or indirectly from any Service arranged or performed by the Company and/or as a result of any breach of the terms, conditions or warranties in this contract by the Customer.
- b. Without limiting the generality mentioned above, the Customer shall remain responsible to the Company for all charges (Cash on Delivery or other) that the Company pays to its agents, subcontractors, or other parties or authorities.
- c. The Customer shall indemnify the Company for any loss or damage resulting from any defects, quality or inherent defects or vice in the Goods.
- 10. Pick Up or Delivery**
The Company reserves the right to deliver goods to the consignee or his agent at the address designated by the customer, the consignor, the consignee, or his agent. The Company is authorised to deliver the goods at the address given to the Company by the Customer for that purpose. It is expressly agreed that
- a. the Company shall be taken 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. or signature on its consignment note from any person at that address.
- b. If the nominated place of delivery shall be unattended or if delivery cannot otherwise be affected, the Company in its sole discretion may at its option either deposit the Goods at the nominated place or store the Goods at the risk and expense of the Customer, both of which will be deemed to be delivery of the Goods under this Contract. Dates and time specified or requested for completion of carriage or any other Service are estimates only and the Company shall not be liable for failure to complete carriage or any other Service on such date(s) or time(s) .
- c. Any receipt the Company may give when effecting the pick-up, including when a person requires the Company to pick-up goods on that person's behalf from a third party, is no more than a record of the pick-up and is not to be construed as confirmation of the quality or condition of the goods
- 11. Routes and Procedures**
If the Company is instructed by the Customer and agrees to use a particular method or type of service, the company must give due consideration to the method or type but may choose the method or type of service. adopted in respect of the Service performed. The Customer authorises the company to substitute an alternative carrier or service provider without notifying the Customer.
- 12. Valuables, Dangerous goods, Perishables, Livestock, etc.**
- a. The Company will not accept valuables, dangerous goods, perishables, livestock or plants for the services we arrange or perform without written agreement. Nonetheless, if the customer delivers such goods to the company or has the company or subcontractor process or deal with such goods without agreement, the Customer (not the Company) shall be responsible for loss, damage or expense, directly, indirectly, or as a result of. The Customer shall be liable for any loss, damage or cost thereto or consequent thereon whether direct, indirect or consequential and howsoever caused and the Customer shall indemnify the Company from and against all penalties, taxes, duties, claims, demands, damages, costs and expenses arising in connection therewith.
- b. Such goods may be destroyed at the Company's sole and absolute discretion or any other person in whose custody they may be at the relevant time. of us or others at that time. If the goods are destroyed or treated as described above, the Company's will not be liable, and the Customer will indemnify the Company from all related costs and expenses and bearing them no liability.
- c. The Customer undertakes that any of the goods referred to in above (including, packaging, containers and other carriage devices) shall be clearly marked having regard to their nature. The Customer also confirms that the goods are packaged in an appropriate manner to withstand the usual risks of the service and in accordance with the laws and regulations that may apply. The Customer shall indemnify the Company for all claims, losses, damages, or costs resulting from a breach of this provision.
- d. The Customer's compliance with (c) above does not diminish or limit the rights granted to the Company under (a) of this Section.
- 13. Sale and Disposal of Goods**
The Company and its subcontractors reserve the right to sell or dispose of the following at your expense and expense, subject to compliance with applicable law:
- a. Goods that cannot be reasonably delivered in the view of the Company or its subcontractors by reason of the Goods being insufficiently or incorrectly addressed or by reason of the Goods not being collected or accepted by the Consignee or for any other reason, and any Perishable goods which in the opinion of the Company or the Subcontractor appear to be deteriorating
- b. Do not give reasonable instructions to, or pay the costs and expenses necessary to carry out the customer's instructions. (B) If the goods are sold in accordance with (a) above, we may use the sale price to pay the fees and charges payable by the customer, including sales costs. The balance of revenue remaining after such discharge will be remitted to the customer.
- c. If the Customer fails to adequately instruct the Company with respect thereto or fails to pay any costs and expenses necessary to implement the Customer's instructions. (b) If the Goods are sold pursuant to Clause (a) above, the Company can use the proceeds of sale to discharge any fees and charges owed by the Customer, including the costs of sale. Any balance of any proceeds remaining following such discharge will be remitted to the Customer.
- 14. Payment of Expenses/Duties & Release of Information**
- a. The Customer permits the company to provide services, but shall not be obligated for
- pay any duties, taxes, imposts, outlays, costs or charges in respect of the Goods and/or Services
 - release or allow inspection of the Goods or any information and/or documents of the Customer, the Goods, the Services or relating thereto as required by authorities, and the Customer shall indemnify the Company in respect of any disbursement, expense, cost, loss, fine or damage incurred by the Company in doing so and releases the Company from any liability in connection therewith.
- 15. Responsibility for Fees/Charges**
- a. The Customer shall pay the Company all fees and charges incurred for any reason in connection with the Services provided. This includes payments of fees / charges advised or which the Company agrees is to be paid by a third party which then fails to pay. These fees / charges are earned after the goods have been loaded and shipped from the Customer premises or delivered by the Customer to the Company or subcontractor, or when you have received your company's invoice, whichever comes first.
- b. Fees and charges must be paid according to the time specified on the company's invoice, or at the time of delivery if not specified.
- c. The Company reserves the right to charge the Customer a cancellation fee and a management fee for cancellations and refunds respectively. Refunds will be remitted within 28 days.
- d. The Customer agrees that it will not delay, withhold, or deduct the amount from the Company's account any claim it alleges against the Company.
- e. The Company may suspend the provision of credit to the Customer at their sole discretion if the invoiced fees and charges are overdue or for any other reason. The customer would pay 5% on overdue fees or charges.
- 16. Rates**
- a. The Company's rates shall be provided to the Customer (the Rates Schedule) for the services
- b. The Customer duly accepts the Company's rates.
- c. The Customer accepts that price increases may be required due to mandatory legislative requirements. Should any changes to Company's rates the occur the Customer will be advised in writing..
- 17. Force Majeure**
- a. The Company shall not be liable for any failure or delay in the provision of Services, or for any loss or damage to the Goods in the event of causes beyond the control of the carrier, including but not limited to force majeure.
- b. In situations beyond the control of the carrier, including but not limited to force majeure, the carrier has the immediate right to change services, sender requirements, and / or processes for an interim period. Notification of such changes shall be provided to the Customer.
- c. Where the Company is unable to carry out any obligation under the contract or any loss or damage is caused to the Goods or otherwise due to any circumstance, matter or thing beyond its reasonable control ("force majeure") the Company shall be excused and released from such obligations or liability to the extent of such prevention, restriction or interference so caused.
- 18. Regulation Compliance**
The Customer must pay reasonable attention and comply to all applicable laws, government regulations / directives, and industry standards relating to packaging, transportation, storage, customs clearance, delivery, inspection, or other services related to goods. The Customer shall provide such information and documentation necessary to pay such attention and comply with such laws, regulations and standards. The Company shall not be liable to the Customer or any other party for any loss or expense resulting from the Customer's failure to comply with this provision and the Customer's will indemnify the Company for any expense, damage or liability incurred by the Company in so complying.
- Law and Jurisdiction.**
Any dispute arising under this Contract shall be governed by the laws of New South Wales and shall be determined exclusively by the courts of New South Wales or by the court of the Company's choice. (b) A reference to any law includes a statutory modification, substitution or re-enactment of it.
- 19. Representations**
By signing the letter of instruction or otherwise accepting these conditions, the Customer agrees that it did not rely on any representation, promise, warranty or condition of the Company or its Subcontractor not expressly made (in writing) part of this contract.
- 20. Waiver**
It is hereby agreed that if any provision or part of any provision of this contract is unenforceable, such unenforceability shall not affect the application of any other part of such provision or any other provision hereof. Further, should the Company elect not to exercise any of its rights under this contract, under any other contract/agreement or under law, such election shall not constitute a waiver of any rights relating to any other or subsequent breach by the Customer.
- 21. Inconsistency & Priority**
To the extent of any inconsistency of enforceable terms or a part thereof herein, these terms will prevail over any other terms issued by the Company or Customer. (b) The use of the Customer's own form is no derogation to these terms and conditions.