



## TERMS AND CONDITIONS

1. In these terms and conditions:-

"Carrier" shall mean DTMT LOGISTICS PTY LTD (ABN 63 104 863 005) and includes its successors and assigns.

"Consignee" means the person named in this Job Number as the person to whom the goods are to be delivered.

"Consignor" means the person named in this Job Number as the sender of the goods.

"Contract" means both this Job Number and these terms and conditions.

"Sub-Contractor" shall mean and include:-

- (i) All companies which are subsidiaries of the Carrier within the meaning of that expression as defined in the Corporations Act 2001;
- (ii) The Commonwealth of Australia or any State or Territory of the Commonwealth of Australia in its capacity as the operator of a railway;
- (iii) Any other person, firm or company with whom the Carrier may arrange for the carriage of any goods the subject of this Contract and each of their respective servants and agents.

2. The Carrier is NOT A COMMON CARRIER and will accept no liability as such. All goods are carried or transported and all storage and other services are performed by the Carrier on these terms and conditions and these terms and conditions alone. THE CARRIER RESERVES THE RIGHT AT ITS ABSOLUTE DISCRETION TO REFUSE THE CARRIAGE OR TRANSPORT OF ANY GOODS FOR ANY PERSON FIRM OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF GOODS. The Carrier shall not be bound by any agreement purporting to vary these terms and conditions unless the agreement is in writing and signed on its behalf by a Director or Secretary of the Carrier or by a Manager of a trading division of the Carrier if so authorised by a Director or Secretary of the Carrier.

3. The Consignor authorises the Carrier (if the Carrier should think fit to do so) to arrange with a Sub-Contractor for the carriage of any goods the subject of this Contract (which authorization will be ratified upon delivery of the said goods to the Sub-Contractor). The Sub-Contractor shall be entitled to the full benefit of these terms and conditions to the same extent as the Carrier. In so far as it may be necessary to ensure that the Sub-Contractor shall be so entitled, the Carrier shall be deemed to enter into this Contract on its own behalf and also as agent for the Sub-Contractor.

4. If the Consignor instructs the Carrier to use a particular method of carriage whether by road, rail,

sea or air, the Carrier will give priority to the method designated but if that method cannot conveniently be adopted by the Carrier (and as to this the Carrier shall be sole judge) the Consignor shall be deemed to have authorised the Carrier to carry or have the goods carried by another method or methods.

5. Where a particular method of carriage is delayed under instructions of the Consignor or by circumstances beyond the reasonable control of the Carrier, the Carrier will arrange for the goods to be warehoused or stored at the Carrier's discretion and at the Consignor's expense.

6. The carriage of the goods under this Contract shall be subject to all terms, conditions and requirements which may be imposed by a highway, port, harbour, dock, railway, shipping, airway or any other Public Authority or Government Department or Office and any additional expense or charges arising by reason of such terms, conditions or requirements shall be paid by the Consignor.

7. Subject only to clauses 22 and 23 of this Contract, the goods are provided by the Consignor to the Carrier for the purposes of this Contract at the risk of the Consignor and the Carrier excludes all liability, whether in tort or contract or otherwise including negligence, for any loss of or damage to or deterioration of the goods or mis-delivery or failure to deliver or delay in the delivery of the goods whether in transit or in storage or otherwise for any reason whatsoever. Without limiting this clause 7, under no circumstances will the Carrier be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

8. Goods shall be deemed to be in transit notwithstanding that the carriage of the goods may have been interrupted or the Carrier may have diverted from its usual route for such carriage.

9. (i) The Carrier is authorised to deliver the goods to the delivery address stated on the Job Number or as otherwise given to the Carrier by the Consignor for that purpose. It is expressly agreed that the Carrier shall be taken to have delivered the goods in accordance with this Contract if, at that address, a receipt or signed delivery docket for the goods is given to the Carrier.

(ii) If the nominated place of delivery is unattended or if any delivery cannot otherwise be effected by the Carrier, the Carrier may at its option either deposit the goods at that place (which shall be treated as due delivery under this Contract) or store

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the goods. If the goods are stored by the Carrier the Consignor shall pay or indemnify the Carrier for all costs and expenses incurred in or about such storage and the Carrier shall be at liberty to re-deliver them to the Consignor from the place of storage at the Consignor's expense.

(iii) Where goods are accepted for forwarding by rail to an address in a town or place where the Carrier has no receiving depot the goods shall be deemed duly delivered according to this Contract if they are delivered to the nearest railhead.

10. The Carrier's charges shall be deemed to be earned as soon as the goods are loaded for carriage or transport.

11. The Consignor must pay or reimburse the Carrier for any costs, charges or expenses incurred by the Carrier as a result of any delays in excess of 30 minutes in loading, unloading or delivering the goods or as a result of having to store the goods, except whether the Carrier is at fault. The permissible delay period shall commence upon the Carrier reporting for loading or unloading at the nominated address. Labour required to load or unload the goods shall be the responsibility and at the expense of the Consignor.

12. It is agreed that the Consignor shall be responsible for ensuring that any containers, packaging or pallets required to transport the goods comply with any requirements of the Carrier or any Consignee (Receiver) and shall pay or reimburse the Carrier for any expense incurred by the Carrier arising from any failure to comply.

13. Payment of the amount specified in this Job Number must be made within seven (7) days of the date of delivery or tendered delivery of the goods.

14. If any Consignor fails to pay any charges due to the Carrier in accordance with this Contract within the time specified in clause 13, the Carrier may detain and sell all or any of the goods of the Consignor which are in its possession. Out of the monies arising from the sale the Carrier may retain a sufficient amount to pay the outstanding charges and all charges and expenses of the detention and sale. If there is a surplus arising from the sale of the goods, the Carrier shall pay the surplus and return such of the goods as remain unsold to the Consignor or as the Consignor may otherwise, in writing to the Carrier, direct. Any such sale shall not prejudice or affect the liability of the Consignor to pay the charges due or payable to the Carrier and the cost of the detention and sale.

15. The Consignor by himself or herself or his or her servants or agents shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods, without providing a full description of those goods to the Carrier. In default of doing so, the Consignor shall be liable for all loss and damage suffered by the Carrier and by any other

person, firm or company as a consequence of the carriage or transport or attempted carriage or transport of any such goods. On no account shall the Consignor tender for carriage any illegal or prohibited good or substance.

16. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of the goods or property the subject of this Contract and by entering into this Contract the Consignor accepts these conditions on the Consignor's own behalf as well as on behalf of all persons the Consignor is or may be representing. The Consignor agrees to indemnify the Carrier in respect of any loss or damage to any person who claims to have or who has any interest in the goods or any part of them.

17. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding and the person accepting the goods is authorised to sign any Job Number, delivery note or other written acknowledgement for and on behalf of the Consignor or the Consignee (as the case requires).

18. The Carrier reserves the right to re-quote the price and/or rates specified in this Contract if there is any increase in the cost of any one or more of the items of cost to the Carrier of carrying on its operations, howsoever arising, which takes effect at any time prior to delivery of the goods referred to in this Contract.

19. If the Consignor declares the weight and dimensions or states a specific make or model or other identification details of any goods the subject of this Contract the Consignor shall be responsible for all losses and costs incurred by the Carrier whatsoever including consequential losses and costs arising from any error or discrepancy in that information. If any error or discrepancy in the information declared by the Consignor is made manifest, the Carrier reserves the right to re-quote the price and/or rates under this Contract.

20. These conditions shall be governed and construed in accordance with the laws of the State in which this Job Number is issued and any legal proceedings against the Carrier shall be brought in the State of Western Australia and not elsewhere within twelve (12) months of the date of issue of this Job Number.

21. All implied terms, conditions and warranties are excluded from this Contract, except any term, condition or warranty that cannot by law be excluded (a "non-excludable term") such as a term, condition or warranty implied by the Trade Practices Act, any State Fair Trading Act or equivalent legislation. To the extent permissible by law, the Carrier's liability for a breach of any non-excludable term is limited, at the Carrier's option, to supplying the services under this Contract again, or to



payment of the cost of having the services supplied again.

22. The Consignor acknowledges it is aware of and understands any applicable legislation relating to the disposal of uncollected goods and confirms that its place of abode for the purpose of that legislation is that set out on this Job Number.

23. It is hereby agreed that if any provision or part of any provision of this Contract is unenforceable, then that provision or part shall be severed from this Contract and the remaining provisions shall continue in full force and effect.

24. The Carrier accepts no responsibility for the collection of cash on the delivery of the goods or any payments on behalf of the Consignor or any other person. When goods are tendered by any person with instructions for the Carrier to collect any such payments the Carrier shall not be bound by those instructions notwithstanding that the Carrier may accept the goods as tendered and perform other services of carriage, forwarding or storage in relation to those goods.

25. All the rights immunities and limitations of liability contained in these terms and conditions shall continue to apply notwithstanding any breach of this Contract by the Carrier or by any other person entitled to the benefit of its provisions.