

CONDITIONS OF CARTAGE

- 1 Fridge It Logistics Pty Ltd (Hereinafter referred to as "the carrier" which expression shall include its servants, agents and sub-contractors) is not a common carrier and will accept no liability as such. All goods or other services performed shall be subject only to these conditions of cartage and the carrier reserves the right to accept or refuse the carriage of any goods at its discretion. The Carrier, in the event of not carrying the goods himself is hereby appointed the agent of the Consignor, and as such, may arrange with any other person or company to undertake the carriage of the goods hereby contracted for and such person or company, its servants, agents and employees shall be entitled to the same benefit of the conditions, set out herein, to the same extent, as the Carrier.
- 2 The Carrier accepts no responsibility for any loss or damage to, or mis-delivery or non-delivery or failure to deliver or delay in the delivery of goods either in transit or in storage for any reason whatsoever.
- 3 Unless otherwise expressed or agreed in writing no responsibility will be accepted by the carrier for any loss of or damage to or mis-delivery or non-delivery of goods, parcels, packages, freight, cases of containers or the contents thereof either in transit or in storage for any reason whatsoever.
- 4 The consignor will be and shall remain responsible to the carrier for all its proper charges without prejudice to the carrier's rights against the Consignee or any other person, provided that, where it is stated on the consignment note that charges are payable by the consignor or the goods are consigned "C.O.D." Or "Freight Collect", the Consignor shall be required to pay such charges unless the Consignee refuses to pay, or does not pay within our terms of 7 days from the day in which the freight was carried.
- 5 The Price stated on our invoice is the price intended by the Carrier to be paid in respect of the carriage of the goods contracted for; a written quotation on our official letterhead will be the only means by which any agreement to the contrary will be recognised.
- 6 Freight shall be considered earned whether the goods are delivered to the Consignee, or not, irrespective of time taken, whether damaged or otherwise. No claims will be considered if the freight charges have not been paid or if on account, such account is not paid up on a current basis and all such notice of claims must be lodged in writing within 7 days of the receipt or non-receipt of the goods. The Carrier reserves the right to contra the amount of any insurance settlement against unpaid freight charges.
- 7 Notwithstanding anything therein 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 his contract and prevents the exclusion, restriction or modification of that warranty.
- 8 Insurance of goods will not be effected for the benefit of the Consignor or Consignee unless express written instructions are received before the goods are accepted by the Carrier. Where such express instructions in writing are received, the following exclusions will apply:
 - a All claims resultant from wear, tear, mols, vermin, damp, mildew or loss of market; loss, damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured
 - b Gradual deterioration, rust and/or oxidation unless due to or consequent upon fire, Collision, Overturning or Capsizing of the carrying vehicle

CONDITIONS OF STORAGE

- 1 Goods are received into Cold Store "quality, quantity, contents and condition unknown"
- 2 All goods and/or packages shall be clearly and distinctively and indelibly branded
- 3 The goods will be stored in bulk or in assorted lots in freezer or chiller at the discretion of the Cold Store
- 4 All goods shall be stored in the Cold Store. If the storer or his representative is not present at the time of receipt, the Cold Store's tally shall be accepted as final
- 5 The expression "storer" primarily means the person in whose name the goods are for the time being stored, but when the context reasonably permits shall include any person being the beneficial owner or mortgagee of the goods. The Cold Store may at its discretion act upon instructions received from the person in whose name the goods are stored or from the beneficial owner or mortgagee of the goods. In case of partnership or joint ownership each co-owner shall be deemed to have authority to bind all co-owners. Liability of those responsible (including the beneficial owner and mortgagee) shall be joint and several
- 6 Goods are stored at storer's sole risk; insurance shall be the storer's sole responsibility
- 7 The Storer warrants:
 - a That the goods stored are owned by the storer and that the storer has full right and authority to store the same with said Cold Store
 - b That the goods are and will remain free of any deleterious matter or odour which may prejudicially affect any other goods in Cold Store
 - c That except as may have been notified in writing to the Cold Store prior to the acceptance of the goods, the goods are not of a noxious, dangerous, hazardous, explosive, inflammable or unlawful nature or of such a kind as to be likely to cause or reasonably capable of causing damage or injury to any other goods or to any persons or premises
- 8 The storer shall be liable for all storage and other charges payable in respect of the goods up to time of delivery from Store (including day of delivery) or as provided in the Cold store's Schedule of Charges. All charges shall be payable from time to time upon demand and before removal of goods.
- 9 Storage and other charges shall be charged at the Cold Store's Schedule of Charges from time to time current during period of storage. Storage and other charges from time to time payable by the storer whether in respect of the goods comprised herein or in respect of other goods shall stand charged upon the goods comprised herein and also upon such other goods as are from time to time in store in the name of the storer or belonging to him and the cold store shall have a general lien upon all such goods including the right to sell same
- 10 The Cold Store shall not be liable for:
 - a Any loss injury, or damage in respect of the goods stored whether by way of destruction, fire, theft, storm, flood, tempest or water or for negligence or alleged negligence or any act or omission of the cold store or its servants or agents or from any other cause whatsoever; and without prejudice to the generality of the foregoing the cold store shall not be liable for
 - b Any loss injury or damage suffered by non delivery or delayed delivery of the goods stored; or
 - c Any loss, injury or damage resulting from or contributed to by chilling freezing or storage of the goods or contact with or proximity to other goods or variations in or wrong temperatures sweating evaporation, leakage breakage shrinkage deterioration fermentation washing decay putrefaction contamination vermin strikes, lockouts, shortage of labour defect in or breakdown of plant or premises or resulting from or contributed to by any circumstances beyond the reasonable control of the cold store; or
 - d Any loss or damage caused, contributed to by the cold store not using labour machinery or plant the use of which in its absolute discretion considered might precipitate or aggravate or a strike or entail risk to the goods or business of the cold store or to any one or more of its customers
- 11 The storer shall keep the Cold Store informed from time to time of any change of ownership or address
- 12 Notices to storer may be given to the person in whose name the goods are for the time being stored and any notice so given shall be regarded as due notice to the storer but notice to such person or to a beneficial owner or mortgagee shall be deemed to be notice to the storer. Notices may be given orally or by memorandum in writing, delivered personally or posted to the address recorded in the Cold Store's books or at his address last known to the Cold Store or may be given by notice in a daily newspaper published in the capital City of the State in which the Cold Store is located. A notice so posted shall be deemed to have been received by the storer at the time when in the ordinary course of post it should have been delivered; a notice so published shall be deemed to be given on the date of publication
- 13 The Cold Store may require storer's written instructions and the surrender of storage receipt of any relative warranty as a condition precedent to delivery of any goods but the cold store may at its discretion deliver in accordance with the written or oral order or request of the storer or of any person purporting to be the owner of the goods or to be the agent of the storer or of such owner and the cold Store shall not be liable for any loss to the storer occasioned thereby. In particular the cold Store shall be at liberty upon presentation and surrender of the relevant receipt and a request for delivery to treat the person making such presentation and request as a duly authorised agent of the storer and as a person authorised to accept delivery. The Cold Store shall not be bound to deliver identical goods and reserves the right to deliver in or towards satisfaction of the goods comprised herein other goods of similar description and with similar or different markings
- 14 If goods comprised in any receipt or warranty are delivered by request as provided in Clause 13 hereof and if warranty and receipt be not surrendered the storer shall hold the Cold Store indemnified against all claims whatsoever and at whatsoever instance in respect of warranty and receipt and/or relative goods
- 15 Goods are stored during the pleasure of the Cold Store and shall be removed, the relative receipt and warranty surrendered and all storage charges paid by the storer, if and when required by the cold store. The Cold Store may at any time or without notice and at the storer's expense remove and if thought fit sell or destroy:
 - a All or part of any of the goods which in the opinion of the cold Store shall be or become deteriorated objectionable or unwholesome or a source of danger or contamination, and
 - b All or any goods which the storer has been called upon by the Cold Store to remove within a specified time and which the storer has failed to remove within that time, and
 - c All or any goods over which the cold store shall have a general lien under Condition 9 hereof and in respect of which the cold store has called upon the storer to pay all charges on goods covered by such general lien within a specified time and the storer has failed to pay all such charges within that time
- 16 The storer shall be deemed to have received in good order and condition from store all goods comprised herein and in any order pursuant to which delivery purports to be made unless notice in writing to the contrary, specifying details, be given by the storer to the Cold Store within 24 hours of such delivery
- 17 The responsibility of the Cold Store in outward deliveries ceases to exist at the cold store door, and any charges arising thereafter due to any cause whatsoever are the responsibility of the storer of the goods; if the goods are returned to the store appropriate charges shall be made in accordance with the condition of the goods
- 18 An Inwards receipt shall not constitute a document of title to goods or be negotiable nor shall any right of the storer thereunder be assignable. The cold Store shall not be bound to recognise any person other than the person recorder as the storer as the owner of the goods as having any interest in them
- 19 The rental in respect of a cold room shall be deemed a charge within the meaning of Condition 9 and 15 hereof and the Cold Store's lien and right of sale shall extend to and include all goods stored in a cold room all of which goods shall be deemed to be owned by the storer in whose name the cold room is rented. The Cold Store shall also have the same rights in relation to all goods stored in a cold room as the cold store would have if all such goods therein had been stored at the cold store by the storer in whose name the cold room is rented and all the standard conditions for cold storage herein contained shall apply to such goods
- 20 Where the context permits singular includes plural and male gender includes female and neuter gender
- 21 The company will apply the rates of storage contained in the company's current schedule of storage charges which shall be subject to alteration from time to time as the company may see fit
- 22 It is expressly agreed that all the rights, immunities and imitations of liability granted to the cold store by the provisions set forth in the above conditions of storage shall continue to have their full force and effect in the circumstances and notwithstanding any breach of the contract or of any conditions hereof by the Cold Store

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