

**TERMS & CONDITIONS OF CONSIGNMENT
for Centurion Transport Co Pty Ltd**

1. DEFINITIONS

In these conditions:

"Address" means the address given by the Sender to Centurion to which the Consignment is to be delivered.

"Centurion" means Centurion Transport Co Pty Ltd (ACN 008 746 334) its officers, employees, agents and where applicable, subcontractors, and the subcontractor's officers, agents and employees.

"Charges" means charges set by Centurion and payable by the Sender to Centurion in consideration of Services provided to the Sender, including but not limited to:

- (a) costs caused by delays that are not the fault of Centurion;
- (b) taxes, fines and duties including customs and excise duties payable by Centurion to the Consignment;
- (c) any goods and services tax;
- (d) all other costs and expenses incurred in the provision of the Services including demurrage at the rate charged by the railway or shipping authority; and
- (e) Charges referred to in this Contract.

"Consignment" means the goods accepted from the Sender, its officers, employees and agents together with any containers, packaging or pallets supplied by or on behalf of the Sender and used in relation to provision of the Services.

"Damage" means any loss of, damage to, deterioration of, or misdelivery of, or non-delivery of, or delay in Delivery of the Consignment and includes consequential economic or ancillary loss damage, expense or liability.

"Delivery" means delivery of the Consignment to the Address.

"Due date" means any date within fourteen (14) days from the day on which Charges are earned.

"Person" includes a natural person, firm, corporation, government authority or other body or organisation.

"Receiver" means the Person their officers, employees and agents to whom the Sender consigns, sends or directs the Consignment.

"Sender" means the Person with whom Centurion contracts to provide Services.

"Services" means the whole or part of the operations and services undertaken by Centurion in connection with the Consignment including but not limited to, the collection, loading, unloading, carriage, transportation, Delivery and storage of the Consignment, and use of Centurion's intellectual property but excluding crantage unless otherwise specified.

2. NOT A COMMON CARRIER

- (a) Centurion is not a common carrier and accepts no liability as such. All Services are provided subject to these conditions and Centurion has discretion to refuse to provide Services to any Person or of any class of goods;
- (b) Centurion relies on the details supplied by the Sender but does not verify or admit the accuracy of the details. A signature by Centurion is merely acknowledgement of the items received.

3. DELIVERY

- (a) Centurion must deliver the Consignment to the Address and Delivery occurs if at the Address Centurion obtains from any person a receipt or signed delivery docket for the Consignment.
- (b) Where the Consignment is accepted for transport by rail to an address in a place where Centurion has no receiving depot, Delivery occurs when the Consignment is delivered to the nearest rail head.
- (c) If the Address is unattended Centurion can effect Delivery by leaving the Consignment at the Address.
- (d) If the Address is unattended Centurion may store and redeliver the Consignment, and the Receiver shall indemnify Centurion for all expenses incurred by storage and attempted or actual redelivery.

4. METHOD AND ROUTE

- (a) If the Sender instructs (expressly or impliedly) Centurion to use a particular method of or route for providing the Services, Centurion will give priority to that method and route but Centurion may provide Services by another method or route.
- (b) Centurion may change the usual or directed route or method for provision of Services if Centurion believes it is necessary or desirable.

5. SUB-CONTRACTING

Centurion may have a sub-contractor or sub-contractors perform all or any part of the Services. Centurion act as the agent and trustee for sub-contractors who have the benefit of these conditions as if this Contract was entered into by the sub-contractor.

6. PACKAGING

- (a) Containers, packaging and pallets within the Consignment must conform with Centurion's requirements, and the Sender is liable for any expense caused by non-conformance.
- (b) If pallet weight is not included in the Consignment weight nominated by the Sender, each pallet will be charged at a rate determined by Centurion.

7. DANGEROUS AND HAZARDOUS CONSIGNMENT

- (a) The Sender must not tender any Consignment containing:
 - (1) dangerous, hazardous or damaging goods, unless a full description disclosing the dangerous, hazardous or damaging character of those goods is presented to Centurion; or
 - (2) goods if the carriage of those goods is illegal or prohibited by any law or regulation of a State, Territory or the Commonwealth.
- (b) Details provided by the Sender are warranted by them as correct.
- (c) The Sender is liable for all Damage caused wholly or partially by a breach of Condition 7(a) and must indemnify Centurion for death, bodily injury, loss or Damage (personal and property) incurred by any Person as a result of the Sender's breach.
- (d) Centurion at the Sender's expense, may return to the Sender or destroy, dispose or make harmless a Consignment that is tendered in breach of condition 7(a) or in breach of any law or regulation.

8. STORAGE

- (a) Within twenty-eight (28) days of Centurion's request, the Sender must pay the Charges and remove the Consignment stored by Centurion.
- (b) Where storage Charges in respect of the Consignment are unpaid for three (3) months Centurion require the Sender to pay the storage Charges within seven (7) days.
- (c) If the Sender fails to comply with conditions 8(a) or 8(b), Centurion may deal with the Consignment in any way it sees fit including, opening and selling the Consignment at the Sender's risk and expense and applying the proceeds of any sale to the Charges then in arrears. The Sender indemnifies Centurion in respect of any costs incurred, Charges which remain owing and any claims by any other party with an interest in the Consignment.

9. CARRIER'S CHARGES

- (a) The Sender will pay the Charges on the Due Date without deduction for any reason.
- (b) Charges are earned when the Consignment is tendered to Centurion.
- (c) The Sender must pay interest at the rate of 18% per annum calculated on a daily basis on unpaid Charges from the Due Date until Charges are paid.
- (d) A further Charge may be made for any delay exceeding two (2) hours from the time of reporting for loading or unloading.
- (e) No Charges are refundable.

(f) Charges are exclusive of GST unless stated otherwise. The Sender will pay to Centurion the GST payable by Centurion for the Service at the same time as the Charge is payable.

(g) Charges may, at Centurion's discretion, be calculated by weight or volume.

10. CASH ON DELIVERY

Centurion will not collect any payment on Delivery on behalf of the Sender even if instructed so.

11. CHARGES COLLECT

If the Sender specifies that some other Person will pay the Charges and that Person fails to pay the Charges, the Sender must pay the Charges within five (5) days of request by Centurion.

12. POSSESSORY LIEN

(a) Centurion has a possessory lien general lien over the Consignment and other property of the Sender in its possession or under its control from time to time with respect to any Charges due from the Sender or other Person to Centurion under this Contract.

(b) Centurion may sell the Consignment and apply the proceeds to pay Charges due after providing written notice to the Sender's last known place of business or registered office of its intention to do so.

(c) The Sender indemnifies Centurion against claims by any party with an interest in the Consignment.

13. INDEMNITIES AND EXCLUSIONS

Unless Centurion enter into a separate agreement to exclude or vary any of the following sub-clauses then:

(a) The Consignment is at the risk of the Sender and not Centurion and, unless expressly agreed in writing, Centurion will not be liable for any Damage to the Consignment or any part of the Consignment, whether or not the Damage occurs in the course of performance by Centurion of the Services or when otherwise in the possession of Centurion pursuant to this Contract, for any reason whatsoever including without limitation, negligence, breach of contract, bailment or wilful act or default of Centurion.

(b) The Sender indemnifies Centurion against any claim or allegation made against Centurion by or liability to any Person including but not limited to the Receiver and the bailor for any Damage, personal injury (including death or disease) or other loss or injury (personal or property) arising out of or in connection with the provision of the Services including solicitor-client indemnity costs incurred by Centurion, irrespective of any negligence, breach of contract, bailment or wilful act or default of Centurion.

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- (c) Subject to any implied warranty provided by the Trade Practices Act 1974, the Fair Trading Act or any other Act (as amended from time to time) which may not be excluded, no warranty, condition or representation is given on the part of Centurion and any express or implied warranty as to quality, fitness for purpose or otherwise of the Services is hereby excluded.
 - (d) To the extent that Centurion is subject to any implied warranties provided by the Trade Practices Act 1974 (as amended from time to time) Centurion limits its liability to the maximum extent allowed under that Act.
 - (e) The Consignment is at all times at the risk of the Sender.
 - (f) If temperature control is required for the Consignment the Sender acknowledges that variations can occur in relation to temperature control. Temperature records of Centurion will be sufficient evidence to prove the temperatures applying during the provision of the Services.

14. CLAIM FOR DAMAGE

Where by express written agreement Centurion becomes responsible for loss or damage, no claim for loss or damage will be allowed unless:

- (a) the claim is lodged in writing within seventy-two (72) hours after delivery was given to an office of Centurion in the State or Territory in which delivery was effected; and
- (b) the Sender substantiates the damage.

Failure to claim within seventy-two (72) hours is evidence of satisfactory performance of the Service. Time is of the essence in this clause.

15. INSURANCE

The Sender must take out its own insurance cover for the Consignment. At the request of Centurion, the Sender will make Centurion a co-insured to the Sender's insurance policy. Centurion is not and will not arrange insurance.

16. LAWS, CUSTOMS AND REGULATIONS

- (a) The Sender warrants that the Consignment complies with all the applicable laws, customs and other government regulations of any Federal, State or Territory of Australia.
- (b) The Sender is liable for any taxes and duties levied in respect of the Services.
- (c) In respect of contracts made in Queensland:
 - (1) these conditions will be read subject to the Carriage of Goods (Centurions Liability Act 1967 (Qld)) (as amended from time to time) and will continue to apply except where they are repugnant to the provisions of the Act, and
 - (2) Centurion limits its liability to the maximum extent allowed under that Act.

17. SENDER ACCEPTS TERMS

- (a) The Sender warrants that it is either the owner or authorised agent of the owner and the authorised agent of the Receiver.
- (b) The Sender accepts the terms of this Contract for the owner and Receiver and any other Person on whose behalf the Sender is acting.

18. ENTIRE AGREEMENT

This Contract is the entire agreement between Centurion and the Sender. No purported variation or modification of this Contract will have any effect unless it is in writing and signed by an authorised agent of Centurion.

19. SEVERABILITY

If any part of this Contract is unenforceable that part is severed from the Contract with the rest remaining in full force.

20. PROPER LAW AND JURISDICTION

This Contract is governed by the laws of Western Australia and where applicable, the laws of the Commonwealth of Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia. Any proceedings against Centurion must be instituted within six (6) months of the cause of action arising. Time is of the essence for this clause.