



CONDITIONS OF CONTRACT OF BOBBIN TRANSPORT PTY LTD (ABN: 43 800 657 953)

1. In these conditions:
"Carrier" shall mean Bobbin Transport Pty Ltd (ABN: 43 800 657 953);
"Consignor" shall mean an individual or company engaging the services of the Carrier;
"Sub-contractor" shall mean and include:
 - (i) All companies which are now or may become related entities of Bobbin Transport Pty Ltd within the meaning of that expression as defined in Section 9 of the Corporations Act 2001.
 - (ii) Railways operated by the Commonwealth or any State.
 - (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 any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in (i), (ii) and (iii) above.
2. The Carrier is NOT A COMMON CARRIER and will accept no liability as such. All articles are carried or transported and all storage and other services are performed by the Carrier subject only to these conditions AND THE CARRIER RESERVES THE RIGHT TO REFUSE THE CARRIAGE OR TRANSPORT OF ARTICLES FOR ANY PERSON, CORPORATION OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF ARTICLES AT ITS DISCRETION. The Carrier shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Carrier by a Director or the Secretary of the Carrier.
3. The Consignor hereby authorises the Carrier, if it should think fit to do so, to arrange with a sub-contractor for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed ratified by the Consignor upon delivery of the said goods to such sub-contractor who shall thereupon 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 such sub-contractor shall be entitled, the Carrier shall be deemed to enter into this Contract for its own benefit and also as trustee 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 that method designated, but if that method cannot conveniently be adopted by the Carrier, the Consignor shall be deemed to authorise the Carrier to carry or have the goods carried by another method or methods.
 - (a) Unless otherwise expressly agreed in writing, no responsibility in tort or contract or otherwise will be accepted by the Carrier for any loss of or damage to or mis-delivery or failure to deliver or delay in the delivery of goods either in transit or in storage for any reason whatsoever.



(b) 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 the usual route for such carriage.

(c) The Carrier is authorised to deliver the goods at the address given to the Carrier by the Consignor for that purpose and it is expressly agreed that the Carrier 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.

5. All goods shall be at the Consignor's sole risk from the time of delivery by the Consignor to the Carrier or, if delivery is affected by an agent, from the time the goods leave the agent's premises and arrive at the Carrier's premises until the time of unloading and the Consignor shall maintain goods in transit insurance with respect to the goods at all times.
6. The Carrier's charges shall be considered earned as soon as goods are loaded and dispatched.
7. Unless otherwise agreed by the Carrier, payment for all services shall be made within seven (7) days of date of invoice and time is of the essence in respect of payment. Interest at the rate of 15% per annum shall be charged on any amounts outstanding after the due date for payment and the Consignor agrees to pay as liquidated damages any legal or recovery costs incurred by the Carrier in collecting outstanding payment. The Carrier reserves the right to refuse further supply or credit at any time at its sole discretion.
8. The Consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of 30 minutes 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. Labor to load or unload the vehicle shall be the responsibility and expense of the Consignor.
9. If any person fails to pay charges due to the Carrier in respect of any service rendered by the Carrier on reasonable demand being made in accordance with this contract, the Carrier may detain and sell all or any of the goods of that person which are in its possession and out of moneys arising from the sale, retain charges so payable and all charges and expenses of the detention and sale, and shall render the surplus, if any, of the moneys arising from the sale of and such of the goods as remain unsold to the person entitled thereto. Any such sale shall not prejudice or affect charges due or payable in respect of such services of the said detention and sale.
10. The Consignor or his authorised agent shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods without presenting a full description of those goods and in default of so doing, shall be liable for all loss and damage caused thereby.



11. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding is authorised to sign this consignment note for the Consignor.
12. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any goods or property the subject matter of this contract of cartage and by entering into this contract, the Consignor accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Consignor is acting.
13. Notice in writing of any claim intended to be made under this contract must be given to the Carrier within five days after the date of delivery, or in the case of non-delivery, within five days after the party claiming became aware of the loss or injury AND, unless so given and made, the claim shall not be enforceable against the Carrier.
14. If any provision of this Agreement is illegal or invalid and not enforceable in accordance with its terms, then it shall be deemed severed herefrom and other provisions which are self-sustaining and capable of separate enforcement with regard to the invalid provision, are and continue to be valid and enforceable in accordance with their terms.
15. The waiver by the Carrier of any breach by the Consignor of any of these terms and conditions shall not prevent the subsequent enforcement of that term or condition and shall not be deemed to be a waiver of any subsequent breach.
16. Except as required by statute all implied conditions and warranties are hereby excluded and to the extent that such conditions and warranties cannot be excluded the Consignor agrees that its sole and exclusive remedy to any breach of a condition, warranty or undertaking hereunder (whether direct, indirect, special or consequential) shall be limited at the sole discretion of the Carrier to one of the following:
 - i) the resupply of the services; or
 - ii) the payment of the cost of resupplying the services.
17. The Carrier shall not be responsible for any loss the Consignor incurs as a consequence of delay in delivery of the Consignor's goods. The Consignor agrees not to make any claim against the Carrier for loss or damage or costs of any nature whatsoever arising from the Carrier's failure to deliver the Consignor's goods by any estimated delivery date.
18. The contract between the Consignor and the Carrier shall be governed by and construed in accordance with the laws of the State of New South Wales and the Consignor agrees to submit to the jurisdiction of the courts located in New South Wales.
19. The Carrier reserves the right to vary or alter these terms and conditions upon providing seven (7) days written notice to the Consignor.