

CONDITIONS OF CONTRACT

1. In these conditions:-

- "Carrier" shall mean the company the name of which appears on the face of this document its servants and agents.
- (i) Railways operated by the Commonwealth or any State.
- (ii) 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) or (ii).
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 as its discretion.
3. The Consignor hereby authorises the carrier (if it should think fit to do so) to arrange with a sub-contractor or sub-contractors for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to such sub-contractor or sub-contractors 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 or sub-contractors shall be entitled the Carrier shall be deemed to enter into this contract for its own benefit and also as agent for the sub-contractor or sub-contractors.
4. If the Consignor expressly or impliedly instructs the Carrier to use or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the goods or a particular method of carriage whether by road, rail, sea or air the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier, the Consignor hereby authorises the Carrier to handle or store or to carry or have the goods carried by another method or methods.
5. The goods are at the risk of the Consignor and not the Carrier and unless expressly agreed in writing the Carrier shall not be responsible to the Carrier for all its proper charges to or deterioration of goods or mis-delivery or failure to deliver or delay in delivery of goods including chilled, frozen, refrigerated or perishable goods either in transit or in storage for any reason whatsoever including without limiting the foregoing the negligence or wilful act or default of the Carrier or others and this clause shall apply to all such loss or damage to or deterioration of goods or mis-delivery or failure to deliver or delay in delivery of goods as aforesaid whether or not the same occurs in the course of performance by the Carrier of the contract or in events which are in the contemplation of the Carrier and/or the Consignor or in events which are foreseeable by them or either of them in events which would constitute a fundamental breach of the contract or a breach of a fundamental term thereof.
6. 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 a signed delivery docket for the goods.
7. The Carrier will effect insurance of goods as the Consignor's agent and at the Consignor's expense if the Consignor instructs the Carrier in writing to do so but only in that event.
8. It is agreed that the person delivering any goods to the Carrier for cartage or forwarding is authorised to sign this consignment note for the Consignor.
9. The Consignor expressly warrants with this 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.
10. Without derogating from clause 5 above it is expressly agreed that all the rights, immunity, exemptions from and limitations of liability granted in the above conditions of contracts shall have and continue to have their full force and effect in all circumstances, whether or not the same occur in the course or performances by the Carrier of the contract or are in the contemplation of the Carrier and/or the Consignor or are foreseeable by them or either of them would constitute a fundamental breach of the contract of a breach of a fundamental term thereof.
11. The Consignor hereby authorises any deviation from the usual route or manner of cartage of goods which may in the absolute discretion of the Carrier be deemed reasonable or necessary in their circumstances.
12. The Carrier's charges shall be considered earned as soon as the goods are loaded and despatched from the Consignor's premises. The Consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason.