

**The Chill'n Group Pty Ltd T/A Chill'n Ice / Freez'n Freight  
Freight Delivery Terms & Conditions**

**1. Acceptance of Terms**

- 1.1 By engaging our services, placing an order, or accepting delivery, the Customer agrees to these Terms & Conditions.  
1.2 These Terms apply to all freight, transport, and delivery services unless otherwise agreed in writing.

**2. Limitation of Liability**

- 2.1 To the maximum extent permitted by law, the Carrier is not liable for any loss, damage, delay, or deterioration of goods during transport.  
2.2 All goods are transported at the Customer's risk.  
2.3 The Carrier's liability (if any) is strictly limited to the lesser of:

- The cost of freight charged; or
- \$100 per consignment

- 2.4 The Carrier is not liable for indirect or consequential losses, including:

- Loss of profits
- Business interruption
- Loss of contracts
- Spoilage claims beyond freight value

**3. Claims Process**

- 3.1 Any claims for loss or damage must be:

- Submitted in writing within 24 hours of delivery

- 3.2 Claims not made within this timeframe will be automatically rejected.

- 3.3 The Customer must provide:

- Photos of goods and packaging
- Proof of value
- Delivery documentation

**4. Packaging Responsibility**

- 4.1 The Customer is responsible for ensuring goods are:

- Properly packaged
- Suitable for transport
- Clearly labelled

- 4.2 The Carrier accepts no liability for damage caused by inadequate packaging.

- 4.3 Pallets must be:

- Stable and secured
- Suitable for forklift handling

**5. Perishable & Temperature-Controlled Goods**

- 5.1 While all reasonable care is taken, the Carrier does not guarantee continuous temperature integrity unless explicitly agreed in writing.

- 5.2 The Carrier is not liable for spoilage, thawing, or temperature-related damage.

- 5.3 It is the Customer's responsibility to ensure goods are suitable for transport duration and conditions.

**6. Delivery Conditions**

- 6.1 Collection/Delivery times are estimates only and not guaranteed.

- 6.2 The Carrier is not liable for delays caused by:

- Traffic
- Weather
- Mechanical issues
- Loading delays
- Third-party factors

- 6.3 If collection/delivery cannot be completed due to:

- No access
- No one onsite
- Unsafe conditions

Additional charges will apply for re-delivery/re-collection.

**7. Loading & Unloading**

- 7.1 Unless otherwise agreed, the Customer is responsible for:

- Safe loading/unloading
- Providing suitable equipment or assistance

- 7.2 The Carrier may refuse delivery if conditions are unsafe.

**8. Authority to Leave**

- 8.1 If the Customer authorises goods to be left unattended:

- Delivery is deemed complete
- All risk transfers immediately

- 8.2 The Carrier is not liable for theft or damage after delivery.

**9. Waiting Time & Additional Charges**

- 9.1 Waiting time exceeding agreed limits may incur additional charges.

- 9.2 Additional fees may apply for:

- Tail lift use
- Hand load/unloads
- Multi-drop delays
- After-hours delivery

**10. Dangerous or Prohibited Goods**

- 10.1 The Customer must not consign dangerous, illegal, or hazardous goods without prior written approval.

- 10.2 The Customer indemnifies the Carrier against any loss arising from such goods.

**11. Fuel Levy**

11.1 A fuel levy may be applied and adjusted monthly based on fuel price fluctuations.

11.2 The applicable rate will be shown on invoices.

**12. Payment Terms**

12.1 Payment terms are as agreed (e.g., COD, 7 days, 14 days).

12.2 Late payments may incur fees or suspension of services.

**13. Indemnity**

13.1 The Customer agrees to indemnify and hold the Carrier harmless against any:

- Loss
- Damage
- Claims
- Costs

arising from the Customer's goods or instructions.

**14. Governing Law**

14.1 These Terms are governed by the laws of Victoria, Australia.

**15. Acknowledgement**

By booking freight or accepting delivery, the Customer acknowledges they have read and agree to these Terms.