

## CONDITIONS OF CARRIAGE

The partnership of EJS Logistics is referred to in these terms and conditions as "THE CARRIER," which will be understood to include its employees, agents, servants, and subcontractors. "CARRIAGE" refers to and encompasses all of the activities and services the carrier does in relation to the cargo. "GOODS" refers to the cargo that has been accepted from the consignor along with any pallets, containers, or packing that the consignor has provided.

The carrier will not bear any liability because it is not a common carrier. Subject to these terms and conditions, the carrier is responsible for carrying or transporting all goods, providing storage, and performing other services. The carrier also retains the right to refuse to carry or transport any class of goods at its discretion, as well as to refuse to carry or transport any goods for any individual, corporation, or company.

The consignor gives the carrier permission to make arrangements with any other individual, organisation, or business to carry out the items for which a contract has been signed. In any such arrangement, the carrier will be considered the agent of the person, business, or organisation, and the latter will be entitled to the same benefits as the carrier under these terms.

The Consignor warrants that:

- a) The products are packaged in a way that, given their nature, is sufficient to withstand the typical risks of transportation, and the consignor has complied with all applicable laws and regulations pertaining to the type, condition, packing, or carriage of the goods.
- b) The consignment note contains an accurate description of the products in the designated space.
- c) Entering into this contract on behalf of or as an authorised agent of the person or persons who own or have any interest in the goods, or any portion of them, the consignor is either the owner of the goods or their authorised agent.

Any explosive, combustible, or otherwise dangerous or defective goods cannot be tendered for carriage by the consignor or his authorised agent without a complete description of the items; otherwise, the consignor will be responsible for any loss or damage resulting from the goods.

The consignor will always be responsible for the goods, and the carrier will not be held accountable for any loss, damage, or failure to deliver, delay in delivery, or misdelivery of the goods, regardless of how it happened, in tort (including negligence), contract (including a fundamental breach of contract), bailment, or otherwise.

In addition to loss or damage to the actual goods, the aforementioned exclusion of liability also covers loss, damage, or injury to any person, property, or item damaged as a result of the carrier performing services under this contract, as well as any indirect or consequential loss resulting from such loss, damage, or injury due to nondelivery, delivery delay, or misdelivery.

If instructed to do so by the consignor, the carrier will act as the consignor's agent and impact insurance of the goods. Except in the event that the consignor gives explicit instructions, and only then at his expense, insurance of any items will not be changed for his benefit.

As soon as the products are loaded and shipped, the carrier's fees will be deemed earned.

For any and all legitimate charges incurred, the consignor will continue to be liable to the carrier. The carrier may impose a fee for any loading or unloading delays exceeding thirty minutes unless the carrier is at fault. The duration of the allowable delay period will start when the carrier reports for loading or unloading. Whether the vehicle is being loaded or unloaded, the consignor or consignee is responsible for paying for the labour.

If the consignor gives the carrier instructions on how to transport the goods, whether it be by air, sea, rail, or road, the carrier will prioritise the method specified; however, if the carrier can easily adopt that method, the consignor will be considered to have given him permission to use another method or methods.

A carrier may seize and sell all or any of the goods in its possession and, using the proceeds from the sale, retain the charges that are due as well as all costs associated with the detention and sale. The carrier will then give the excess proceeds from the sale of the goods and any unsold goods to the person who is entitled to them if the customer fails to pay charges owed to the carrier for any services rendered by the carrier on reasonable demand made in accordance with this contract. Any such sale will not impact or jeopardise the carrier's ability to collect any fees owed for the service or the aforementioned detention and sale from the person or people responsible for paying them.

A consignment note for the consignor may be signed by the individual handing any items to the carrier for forwarding or cartage, as agreed.

By entering into this agreement, the consignor accepts these conditions of carriage for the consignee as well as for all other individuals on whose behalf the consignor is acting. The consignor specifically guarantees the carrier that the consignor is either the owner or the authorised agent of the owner of any goods or property subject matter of this contract of cartage.

Notwithstanding any terms that limit or exclude liability, the contract will be subject to any implied warranty provided by the Trade Practices Act 1974 if and to the extent that the said Act is applicable to the contract and prohibits the exclusion, restriction, or modification of such warranty. This is especially true if and to the extent that the carriage involves the transportation of goods other than for the purposes of or in the course of a business trade, profession, or occupation carried.

The parties' consent to the non-exclusive jurisdiction of the Queensland courts, and these terms shall be governed and construed in conformity with the laws of the State of Queensland.