

TERMS AND CONDITIONS

1. COASTAL MIDWEST TRANSPORT (hereinafter referred to as “the Carrier” which expression shall not include unless the context otherwise requires its servants, agents and sub-contractors) is NOT A COMMON CARRIER and will accept no liability as such. The carrier reserves the right to refuse carriage of transport or goods for any person, corporation or company and the carriage or transport of any class of goods at its discretion.
2. (a) The Consignor warrants that the goods comply with the requirements of any law relating to the nature, condition and packaging of the goods and the expense and charges of the Carrier in complying with the provisions of any such law or with any order or requirements of any harbour, dock, railway, shipping, customs, warehouses or any authority or Company shall be paid by the Consignor.

(b) If any of the goods are subject to the control of customs then the Consignor hereby agrees to hold the Carrier harmless and indemnified in respect of all customs duty, excise duty and costs which the Carrier becomes liable to pay and shall pay in respect of such goods pursuant to any law relating to customs or excise.
3. The Carrier shall not be under any liability in tort or contract or otherwise for any loss of or damage 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 whether caused by the negligence of the Carrier or by any cause whatsoever.

4. Without derogating from clause 3 above the Carrier shall not be liable for any loss of market, loss of use or consequential loss, concealed damage or damage caused by inherent vice or the nature of the goods or merchandise carrier (including chilled, frozen, refrigerated or perishable goods) either in transit or in storage whether caused by the negligence, wrongful act or default of the Carrier or by any other cause whatsoever.

5. The Consignor/Sender must take out its own insurance cover for the consignment. At the request of Coastal Midwest Transport, the Consignor/Sender will make Coastal Midwest Transport a con-insured to the Consignor/Sender insurance Policy. Coastal Midwest Transport is not and will not arrange insurance.

6. Freight shall be considered earned as soon as the goods and property are loaded and dispatched.

7. Every special instruction to the effect that charges shall be paid by the Consignee shall be deemed to include a stipulation that if the Consignee does not pay the said charges within seven (7) days of the date set for payment or, if no date is set for payment, within seven (7) days of delivery or tendered delivery of the goods, then the Consignee shall pay the said charges. If any person fails to pay charges due to the Carrier for any service rendered by the Carrier in accordance with this for contract, the Carrier may detain and sell all or any of the goods or property the subject of this contract and out of the proceeds of sale retain and apply such proceeds to pay the charges due and all charges and expenses of the detention of the sale. That should the customer default in payment of any monies that have become due and payable under the terms of this clause then the carrier shall be entitled to charge interest at the rate of 15% per centum per annum on all overdue amounts from the due date until the date of actual payment.

8. The Carrier may charge the freight by weight measurement or value and may at any time re-weight or re-value or re-measure or require the goods to be re-weighted or re-valued or re-measured and charge proportional freight accordingly.
9. It is agreed that the person delivering any goods to the Carrier is authorized to sign the Consignment Note for the Consignor.
10. These conditions are governed and construed in accordance with the laws of the State in which Consignment Note is issued; any proceedings against the Carrier shall be brought in that State and not elsewhere.
11. Should the Consignment of the goods described hereon not be in attendance at the address given during normal trading hours, when delivery is attempted an additional charge will be made at ruling rates until delivery is accomplished.
12. The Carrier will delivery goods at intermediate points only by special arrangement and then provided that facilities are available at all hours.
13. The Carrier hereby authorized to arrange for the carriage of the goods by an independent contractor or sub-contractor of the Carrier.
14. In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of this carriage of goods, the Carrier in addition to acting for himself is acting as agent of and trustee for each of its servants and also any other person or company with whom the Carrier may arrange for the carriage of goods and the servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and in so far as may be necessary to give effect to this clause the Carrier shall hold the benefit of these conditions for his servants and for any such person or company and his or its servants.

15. It is specially agreed that all rights, immunities and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of carriage shall continue to have their full force and effect in all circumstances and notwithstanding any breach or contract of any conditions, hereof by the Carrier.

16. The Consignor shall specifically declare and fully describe in writing in the space provide herein the name and nature and value of all goods subject to special rates of carriage or of a noxious, dangerous, hazardous or inflammable nature or capable of causing any damage or injury to any other goods, or to any persons or animals with which, or to any store, Bessel, vehicle, wagon, van, aircraft or any other conveyance of any kind whatsoever in which they maybe loaded, carried, packed or stored, or which are liquid or partly liquid.

Additional freight charges shall be paid on such goods if deemed necessary by the Carrier.

17. Packing in regards to goods which the Carrier has been requested by the Consignor to pack and which are described on face hereof the Carrier shall not be liable for any damage or loss whatsoever whether the course of packing or in transit or otherwise and howsoever occasioned to the said goods or any of them.

18. The Carrier may and is hereby expressly authorized by the Consignor to carry all goods or to have them carried by any method which the Carrier in its absolute discretion deems it and notwithstanding verbal or otherwise of the Consignor that the goods are to be carried by any other method.

19. The Cosigner expressly warrants with the Carrier that the Consignor is either the Owner or the authorized Agent of any goods or property subject matter of this contract

the Consignor 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.

20. 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 an officer of the Carrier.

21. NOTWITHSTANDING any condition herein purporting to limit or exclude the liability of the Carrier, where the contract involves the transportation of goods otherwise than for the purpose of a business trade, profession or occupation carrier on or engaged In by the person for whom the goods are transported the contract shall be subject to warranty or warranties implied by section 74 of the Trade Practices Act 1974.

22. WARRANTY COVER RATES AND CONDITIONS:

WARRANTY COVER-Warranty cover is available against physical loss or damage to a value of \$500.00 for a charge. The warranty cover has no bearing on liability for the physical loss or damage and any payment by the Carrier pursuant to the warranty cover SHALL NOT be construed AS AN ADMISSION OF LIABILITY. No payment will be made pursuant to the warranty cover if the goods or property are not thoroughly, safely and securely packaged having regard to the nature and destination of such goods and property. The Carrier reserves the right to withdraw any or all warranty cover facilities from any client by notice at its sole discretion.

23. Where written agreement Coastal Midwest Transport becomes responsible of loss or damage, no claim will be allowed unless the claim is lodged in writing within 24 hours after delivery.

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