

BOOKING AGENT'S CONDITIONS

1. DEFINITONS

In these conditions:

"Booking Agent" means informetech Pty Ltd (ABN 16 109 824 071) trading under the business name OzMotor Transport or under any other business name and its officers, servants, agents and contractors.

"Carriage" means the whole of the operations and services undertaking in respect of the Goods (whether gratuitously or not), including but without limiting the generality hereof, loading, unloading, and storage of the Goods.

"Dangerous Goods" means Goods which are or may become noxious, dangerous, inflammable or damaging, or which are or may become liable to damage any property whatsoever.

"Goods" means the property from time to time accepted from the Consignor for carriage and includes any container or packaging supplied by or on behalf of the consignor.

"Person" includes a corporation, company, partnership or any other entity.

"Contractor" includes any person who pursuant to a Contract or arrangement with any other person (whether or not the Booking Agent) performs or agrees to perform the Carriage or any part thereof.

2. NEGATION OF LIABILITY OF AS A COMMON CARRIER

The Booking Agent is not a common carrier and will accept no such liability as such. All goods are carried and all storage and all other services are preformed subject only to these conditions and the booking agent reserves the right to refuse the Carriage of Goods for any Person, corporation, company or any other entity and the Carriage of any class of goods at its discretion.

3. GOVERNING LAW

3.1 This Agreement is governed by and is to be constructed in accordance with the laws of the state of Queensland.

3.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland and the Courts entitled to hear appeals from those Courts.

4. CONSIGNOR'S WARRANTIES

4.1 The Consignor warrants that –

- (a) The Goods are Fit for Carriage and have been suitably packaged for those purposes
- (b) The Consignor has the full authority of all persons owning or having an interest on the Goods to enter into this contract;

- (c) The Details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the consignor are correct;
- (d) There is a suitable practicable road and approach for any vehicle involved in the carriage of the Goods the place which the Goods are to be removed and to the place which the goods are to be delivered.

4.2 Without prejudice to the generality of the foregoing, the consignor undertakes to indemnify the booking agent in respect of any liability whatsoever in respect of the Goods to any person (other than the consignor) who claims to have, who has, or who may hereafter have any interest in the Goods or part thereof.

5. THE BOOKING AGENT

5.1 The booking Agent: -

- (a) Shall act as an agent on behalf of the Consignor to arrange the Carriage of Goods and the Consignor hereby expressly authorizes the Booking Agent to enter into all and any contracts on behalf of the Consignor as may be considered by the Booking Agent, in its sole discretion, necessary or desirable to fulfill the Consignor's instructions, and whether such contracts are subject to the standard trading conditions of the parties with whom such contracts are made, or otherwise:
- (b) Shall, on demand by the Consignor, provide evidence of any contract entered into by the Booking Agent as agent for the Consignor.
- (c) May at its discretion subcontract on any terms the whole or any part of its duties or obligations under this agreement;
- (d) Is entitled to retain and be paid all brokerages, commissions, allowances and other remuneration payable to it by any party involved in the Carriage of the Goods and no such brokerage, commission, allowance or other remuneration shall be payable or allowable to the consignor.

6. EXTENSION OF EXEMPTIONS TO CONTRACTORS

6.1 The Consignor agrees that no claim or allegation shall be made against any officer, servant, agent of the Booking Agent, or any Contractor or any other Person involved in the Carriage of the Goods which imposes or attempts to impose upon such Person any liability whatsoever arising out of or in any way connected with the Goods and /or the Carriage thereof whether or not arising out of negligence or a willful act or omission on the part of any of them and if such claim or allegation should nevertheless be made to indemnify the Booking Agent against all consequences thereof.

6.2 Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Booking Agent or to which the Booking Agent is entitled hereunder shall also be available and shall extend to protect –

- (a) All Contractors;
- (b) Every officer, servant or agent of the Booking Agent or of a Contractor;

- (c) Every other Person (other than the Booking Agent) by whom the Carriage or any part thereof is undertaken;
- (d) All Persons who are or might be vicariously liable for the acts of omissions of any Persons falling within (a) (b) or (c) hereof

And for the purposes of this clause the Booking Agent is or shall be deemed to be acting as agent or Trustee on behalf of and for the benefit of all such Persons and each of them and all such Persons and each of them shall to this extent be or be deemed to be parties to this Contract.

7. ROUTE AND DEVIATION

- 7.1 The Consignor authorizes any deviation from the usual route or manner of Carriage of Goods which may in the absolute discretion of the Booking Agent be consider desirable or necessary in the circumstances.
- 7.2 If the Consignor expressly or impliedly instructs the Booking Agent to use, or it is expressly or impliedly agreed that the Booking Agent will give priority to that method but if it cannot be conveniently be arranged by the Booking Agent the Consignor authorizes the Booking Agent to arrange the handling, storage, or carriage of the goods using another method or means.

8. DELIVERY

- 8.1 The Booking Agent is authorized to arrange for the delivery or the goods at the address nominated to the Booking Agent by the Consignor for that purpose. The Booking Agent and/or any Person by whom the Carriage or part thereof is undertaken shall be conclusively presumed to have delivered the goods in accordance with this Contract if at that address it obtains from any Person a receipt or signed delivery docket for the Goods.
- 8.2 If the nominated place of delivery should be unattended or if the delivery cannot otherwise be effected or the Consignee otherwise fails to take delivery of the goods or to collect the goods from any depot, the Booking Agent may at its option deposit the Goods at the place (which shall be conclusively presumed to be due delivery hereunder) or store the Goods and if the Goods are stored by the Booking Agent the Consignor shall pay or indemnify the Booking Agent for all costs and expenses incurred in or about such storage.

9. LIABILITY OF BOOKING AGENT

- 9.1 The Consignor acknowledges and agrees that neither the Booking Agent nor any officer, servant or agent or Contractor of the Booking Agent nor any other Person who undertakes the Carriage of Goods at any time pursuant to this Contract shall in anyway circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for any personal injury or loss of or damage to, deterioration, evaporation contamination, or miss delivery, delay in delivery, non delivery or consequential damage or injury is caused or alleged to have been caused by the negligence or willful act or default of the Booking Agent or its officers, servants, or agents, its Contactors, or by any cause whatever.
- 9.2 The Booking Agent shall have no liability or responsibility if there is a change in the rates of duty, wharfage, freight, railage or cartage, or any other tariff or for any act or omission that results in a less favorable rate or tariff, or is a saving may have been effected in some other way had any act been performed at a different time or in a different manner, whether such

act or omission was the result of the negligence or the willful act or default of the Booking Agent or its officers, servants or agents or by any cause whatever.

- 9.3 The Booking Agent shall be entitled to the benefit of the exclusions of liability provided for herein even if it is proved that the loss or damage resulted from an act or omission done with intent to cause damage, or recklessly and with knowledge that damage would probably result.
- 9.4 Nothing whatsoever done or omitted to be done or other conduct by the Booking Agent in breach of the Contract or otherwise shall under any circumstances constitute a fundamental breach of the Contract, or a repudiation of the Contract such as to have the effect of disentitling the Booking Agent from obtaining the benefit of and enforcing all rights, defenses, exemptions, immunities and limitations of liability contained in these conditions, and all such rights, defenses, exemptions, immunities, limitations of liability and like protection shall continue to have full force and effect in any event whatsoever.

10. GENERAL LIEN

- 10.1 All Goods which come into the control of the Booking Agent are accepted subject to a general lien for all charges now due or which may hereafter become due to the Booking Agent by the Consignor on any account whatsoever, whether in respect of the Goods comprised herein, or in respect of any other goods for which the Booking Agent arranges or has arranged services of Carriage.
- 10.2 If charges are not paid when due, or the Goods are not collected when so required or designated, the Booking Agent may, without notice, and immediately
- (a) Remove all or any of the goods and store them as the Booking Agent thinks fit at the Consignor's risk and expense;
 - (b) Open and sell all or any of the Goods (by public auction or by private treaty) as the Booking Agent thinks fit and apply the proceeds to discharge the lien and costs of sales without being liable to any Person or for any loss or damage caused.

11. BOOKING AGENT'S CHARGES

- 11.1 Quotations are given on the basis of immediate acceptance, unless otherwise specified in writing, and are subject to a right of withdrawal and revision by the Booking Agent. If any changes occur in the rates of freight, warehousing or statutory fees and taxes, or any other charges included in a quotation, the quotation may be revised without notice to the Consignor.
- 11.2 Any special instruction given by the Consignor to the effect that charges shall be paid by the Consignee or any other party shall be deemed to include stipulation that if the Consignee or third party does not pay the charges within seven days of the date of delivery or attempted delivery of the Goods the Consignor shall pay such charges.
- 11.3 Where there is a choice of relates according to the extent or degree of the liability assumed by the party responsible for the Carriage of Goods and/or third parties, no declaration of value or request for additional coverage or protection will be made and/or treated as having been made by the Consignor and Goods will be forwarded or dealt with at the Consignor's sole risk.

12. DANGEROUS GOODS

- 11.4 If the Booking Agent accepts Dangerous Goods for Carriage such Goods must be accompanied by a full written declaration disclosing the nature of such goods.
- 12.2 The Consignor shall indemnify the Booking Agent against all loss (including consequential loss) damage or injury howsoever caused arising out of the Carriage of any Dangerous Goods whether declared as such or not and whether or not the Consignor was aware of the nature of the Goods.
- 12.3 If in the opinion of the Booking Agent, the Goods are or are liable to become of a dangerous and/or flammable and/or damaging nature, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Consignor and without prejudice or to the Booking Agent's right to charge for the Carriage of the Goods.
- 12.4 The consignor warrants that it has complied with all the laws and regulations relating to the nature, packaging, labeling or cartage or and Dangerous Goods and that the said Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and agrees to indemnify the Booking Agent for any liability whatsoever as a result of or arising out of the Consignor's failure to comply with each of these warranties

13. NOTIFICATION OF CLAIM

- 11.2 Notwithstanding any other provision hereof (other than Clause 15), the Booking Agent shall in any event be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to the Booking Agent within twenty four (24) hours the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected
- 11.3 The Booking Agent shall in any event be discharged from all liability whatsoever in respect of the Goods unless suit is brought within six months of their delivery or of the date when they should have been delivered.

14. PROVISIONS SEVERABLE

The parties acknowledge and agree that if any provisions of part or part of any provision of such Contract is unenforceable, such unenforceability shall not affect any other part of such provisions or any other provision hereof.

15. TRADE PRACTICES ACT

- 15.1 Notwithstanding anything herein constrained the Booking Agent shall continue to be subject to any implied terms, conditions or warranties imposed by the Trade Practices Act 1974(Cth) or any other Commonwealth or State Legislation in so far as such may be applicable and prevents the exclusion of modification of any such term, condition or warranty.

15.2 The liability of the Booking Agent for any breach of any such implied term, condition or warranty shall be limited, at the option of the Booking Agent, to any one or more of the following: -

- (a) The supply of the services of Carriage again; or
- (b) The payment of the cost of having the services of Carriage supplied again.

16. ENTIRE AGREEMENT

11.4 This Agreement sets out the entire agreement of the parties with respect to its subject matter. No other agreement, warranty or representation, express or implied has been given or made by the parties with respect to the Carriage of Goods.

11.5 The Booking Agent shall not be bound by any agreement purporting to vary these terms and conditions unless such agreement is in writing and signed on behalf of the Booking Agent by an authorized officer of the Booking Agent.

11.6

17. INTERPRETATION

11.7 Headings are inserted for ease of reference only and shall be disregarded in the interpretation of this contract.

11.8 Words importing a singular include the plural and vice versa and words importing a gender include other genders.

11.9 Where the Consignor or Consignee comprise two or more Persons an agreement or obligation to be performed or observed by the Consignor or Consignee binds those Persons jointly and severally.

By ticking the "I agree to all terms and conditions" box on the booking form you agree to all of the above terms and conditions set by Oz Motor Transport.