

# DAMORANGE REFRIGERATED TRANSPORT PTY LTD

## TERMS AND CONDITIONS OF CARRIAGE

- 1 Damorange Pty Ltd (hereinafter referred to as "The Carrier" which expression will include its Servants, Agents and Sub-Contractors) is not a common carrier and will accept no liability as such. The Carrier reserves the right to accept or refuse the carriage, transport, storage or custody of any goods or any class of goods for any person, at its discretion without giving any reason for so doing. All goods are carried or transported and all storage or custody and other services are performed by the Carrier subject only to these conditions.
  - 2 The Consignor authorises the Carrier to arrange with any other Person, Firm or Company to undertake the carriage of goods hereby contracted for in any such arrangement, the Carrier shall be deemed to act as the Agent of such Person, Firm or Company, which Person, Firm or Company shall be entitled to the benefit of these conditions to the same extent as the Carrier.
  - 3 The Consignor or his authorised Agent shall not tender for carriage any Explosive, Inflammable or otherwise Dangerous or Damaging goods without presenting a full description of those goods and in default of so doing shall be liable for all Loss and Damage caused thereby.
  - 4 (a) The goods are and at all times shall be at the risk of the Consignor and of the owner thereof and the Carrier shall be under no liability whatsoever in respect of the goods or any part thereof to the consignor or to the owner or to any other person.  
(b) Without restricting the generality of sub-clause (a) the Carrier shall not be liable in tort or in contract or otherwise howsoever for:
    - (i) any loss or non-delivery or miss-delivery of the goods or any part thereof or incorrect description of the goods or any part thereof: or
    - (ii) any damage or injury to or any delay in the delivery of the goods or any part thereof: or
    - (iii) any damage directly or indirectly caused by or which may arise out of any such loss, non-delivery, miss-delivery incorrect description, damage, injury or delay: or
    - (iv) any damage including deterioration of chilled, frozen, refrigerated or perishable goods.  
(c) The provisions of sub-clause (b) shall apply irrespective of the manner in which or the time at which or the place at which or the reason whereby any such loss, mis-delivery, non-delivery, damage or injury or delay may have occurred and notwithstanding that the same may have been due to or occasioned by or may have arisen as a result of or as incidental to any negligence or any wilful act or omission or any part thereof or of any such damage or injury or any such delay may not be known to the Carrier.  
(d) The description of the goods, the quantity and the value thereof shown in the consignment note or quotation relating to the goods (as the case may be) were represented to the Carrier by the Consignor and the Carrier does not admit to the accuracy thereof and shall require, in case of any claim, proof thereof. The Consignor or other party who may claim against the Carrier, shall retain the relevant evidence thereof.
- 5 Freight shall be considered earned as soon as the Goods are loaded and despatched.
- 6 If the Consignor instructs the Carrier to use a particular method of carriage whether by Road, Rail, Sea or Air the Carrier will give priority to the method designated, but if that method cannot conveniently be adopted by the Carrier, the Consignor shall be deemed to authorised him to carry or have the Goods carried by another method or methods.

# **DAMORANGE REFRIGERATED TRANSPORT PTY LTD**

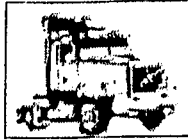
## **TERMS AND CONDITIONS OF CARRIAGE (CONT-)**

- 7** If any person fails to pay charges due to the Carrier in respect of any service rendered by the Carrier on reasonable demand being made in accordance with this contract, the Carrier may detain and sell all or any of the Goods of that Person which in its possession and out of the monies arising from the sale retain charges so payable and all charges and expenses of the detention and sale and shall render the surplus if any of the monies arising from the sale of and such of the goods as remain unsold to the Person entitled thereto. Any such sale shall not prejudice or affect the right of the Carrier to recover from the Person or Persons liable to pay the same any such charges due or payable in respect of such service or the said Detention and Sale.
- 8** It is agreed that the Person delivering any goods to the Carrier for carriage or forwarding Is authorised to sign this Consignment note for the Consignor.
- 9** The Consignor expressly warrants with the 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** Notice in writing to the Carrier, and in the form required by the Carrier, of the full value of the goods and the type of insurance required by the Consignor and unless the current insurance charges have been paid. Any such insurance shall be on the terms of the current insurance particulars supplied by theCarrier to the Consignor.
- 11** These conditions and any contract incorporating the same made by the Carrier shall be Governed and construed in accordance with the law of the State of New South Wales wheresoever the contract is made or is deemed to be made: and any action or other legal process in respect of any matter or thing against the Carrier be instituted and carried on only in the appropriate Court in the State of New South Wales.
- 12** The Carrier shall not be bound by any Agreement purporting to vary these conditions Unless such Agreement is in writing and is signed on behalf of the Carrier by a Director or the Secretary of Damorange Pty Ltd.

# Damorange Pty Limited Refrigerated Transport

A.B.N. 98 051 909 098

Depot Vic  
170 Diggers Road  
WERRIBEE STH VIC 3030



Postal Address  
P O Box 145  
LARA VIC 3212

8<sup>th</sup> February 2007

## TO OUR VALUED CUSTOMER

### RE: GOODS IN TRANSIT INSURANCE

As a valued customer of **DAMORANGE TRANSPORT** we wish to draw your attention to our position in relation to loss or damage to freight.

Our standard terms and conditions of cartage are printed on the reverse side of our Consignment Note. It clearly states that we are not Common Carriers and therefore although we take care at all times, we are not responsible for the loss or damage caused. These terms extend to include our sub-contactors and tow-operators.

Our decision reflects standard practice within the transport industry. **DRT** at no stage has ownership of your goods and therefore has no insurable interest. We urge you to arrange your own **Marine Transit Insurance** cover by March 1<sup>st</sup> 2007 as it will be a far broader coverage than what we can provide.

We thank you for your continuing support.

Yours truly,

SHANE SPLATT  
Managing Director

Werribee Depot: 03 97421951/ Fax: 03 9742 1951 A/hrs 03 5282 4094  
Shane Splatt: 0412395166 Scott Splatt: 0419352657 Chris Portoglou: 0419323266  
Accounts fax: 03 87420033 Email: damorange@westnet.com.au