

TERMS AND CONDITIONS OF CONTRACT

The following Terms and Conditions of Contract apply to all business conducted by us.

1. In these Terms and Conditions:
 - "Carrier" shall mean TAMEX TRANSPORT.
 - "Consignor" shall include any person who delivers goods to the carrier for provision of services.
 - "Consequential loss" means any loss, cost, expense or damage other than physical loss of or damage to goods and includes, without limitation, any loss of revenue, profit, opportunity, savings, market, business, use whatsoever and howsoever arising.
 - "Customer" means any person, organisation, business or company who requests carriage or otherwise has an account with the Carrier and if more than one in relation to any carriage, whoever the Carrier designates is responsible for the request of the Carriage service
 - "Goods" shall mean the cargo accepted from the consignor together with any container, packaging or pallets supplied by or on behalf of the consignor.
 - "Services" shall mean and include the whole of the operations and services undertaken by the carrier in respect of the goods including but not limited to the carriage, transport and/or the storage of the goods.
 - "Subcontractor" shall include any person who pursuant to a contract or arrangement with any other person (whether or not the carrier) performs or agrees to perform the carriage or any part thereof
2. The carrier is not a common carrier and shall accept no liability as such. All goods are carried, transported and/or stored and all services are provided by the carrier subject only to these terms and conditions. The carrier is not bound by any terms or conditions of the consignor or customer or any other person, including without limitation any purchase order, booking request or other document issued in relation to transport of the goods, whether issued before or after the commencement any services, all of which are expressly excluded, and regardless of the carrier having been provided with notice of any such terms or accepted or surrendered any document subject to or on which any such terms are printed. The carrier reserves the right to refuse the carriage transport and/or storage of goods for any person or corporation or carrier and the carriage transport and/or storage of any class of goods at its sole discretion.
3.
 - (i) The consignor warrants that the person delivering the goods to the carrier is authorised to sign the documentation evidencing this contract for the consignor.
 - (ii) The consignor warrants that in agreeing to the terms hereof it is, or has the authority of, the person or persons owning or having any interest in the goods or any part thereof.
 - (iii) Without prejudice to the generality of the foregoing, the consignor undertakes to indemnify the carrier in respect of any liability whatsoever in respect of the goods or services to any person (other than the consignor) who claims to have, who has or who may hereafter have any interest in the goods or any part thereof.
4.
 - (i) The carrier and any subcontractor shall be entitled to subcontract on any terms the whole or any part of the services.
 - (ii) The consignor undertakes that no claim or allegation shall be made, whether by the consignor or any other person who is or may hereafter be interested in the goods, against any person (other than the carrier) by whom (whether as subcontractor, principal, employer, servant, agent or otherwise) the services or any part thereof are provided which imposes or attempts to impose upon such person any liability whatsoever in connection with the goods whether or not arising out of negligence on the part of such person and if such claim or allegation should nevertheless be made to indemnify the carrier and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing and for the purpose of this clause the carrier 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.
5. Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect - (a) all subcontractors; (b) every servant or agent of the carrier or of a subcontractor; (c) every other person (other than the carrier) by whom the services or any part thereof are provided; and (d) all persons who are or may be vicariously liable for the act or omissions of any person falling within (a), (b) or (c) hereof and for the purpose of this clause the carrier 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.
6.
 - (i) If and only if the carrier has agreed to insure the goods then the carrier is liable to the consignor, in relation to the provision of services, for physical loss of or damage to the goods up to the limit and subject to the terms (including exclusions or limitations of cover) of such insurance.
 - (ii) In any event subject only to sub-clause (i) and to clause 23 hereof at all times during the provision of the services the goods are at the sole risk of the consignor and not the carrier and the carrier shall not be responsible 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 but not limited to chilled, frozen, refrigerated or perishable goods either in transit or in storage for any reason whatsoever including without limiting the foregoing the negligence, breach of contract or wilful act or default of

the carrier or others and this clause shall apply to all such loss or damage to or deterioration of goods or mis-delivery or failure to deliver or delay in delivery of goods as aforesaid whether or not the same occurs in the course of performance by or on behalf of the carrier of the contract or in events which are in the contemplation of the carrier and/or the consignor or in events which are foreseeable by them or either of them or in events which constitute a fundamental breach of the contract or a breach of a fundamental term thereof.

(iii) without any limitation of sub-clause (ii) the carrier does not undertake that the goods shall arrive at any place at any particular time or to meet any particular market or use. In no circumstances shall the carrier be liable for direct, indirect or consequential loss or damage due to delay.

7. If the consignor expressly or impliedly instructs the carrier to use or it is expressly or impliedly agreed that the carrier shall use a particular method of handling or storing the goods or a particular method of carriage whether by road, rail, sea or air the carrier shall give priority to that method but in any event the method or methods of handling, storing and/or carriage adopted by the carrier shall remain at the sole discretion of the carrier and the consignor hereby authorises the carrier to adopt any method or methods, other than the method instructed or agreed.
8. The consignor hereby authorises any deviation from the usual route of carriage or place of storage of goods which may in the absolute discretion of the carrier be deemed desirable or necessary in the circumstances.
9. (i) The carrier is authorised to deliver the goods at the address nominated to the carrier by the consignor for that purpose and without prejudice to the foregoing it is expressly agreed that the carrier shall be conclusively presumed to have delivered the goods in accordance with this contract if at that address the carrier obtains from any person a receipt or signed delivery docket for the goods.
(ii) If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the carrier, the carrier may at its option deposit the goods at that place (which shall be conclusively presumed to be due delivery hereunder) or store the goods and if the goods are stored by the carrier the consignor shall pay or indemnify the carrier for all costs and expenses incurred in or about such storage. In the event that the goods are stored by the carrier, the carrier shall be at liberty to redeliver them to the consignor from the place of storage at the consignor's expense.
10. Where goods are accepted for forwarding by rail to an address in a town or to the place where the carrier has no receiving depot the goods shall be deemed duly delivered according to this contract if they are delivered to the nearest railhead.
11. The consignor shall be and remain responsible to the carrier for all its proper charges and costs incurred in relation to the services for any reason. A charge may be made by the carrier in respect of any delay in excess of thirty minutes in loading or unloading occurring other than from the default of the carrier. Such permissible delay period shall commence upon the carrier reporting for loading or unloading. Labour to load or unload goods shall be the responsibility and expense of the consignor or consignee.
12. The carrier's charges shall be deemed fully earned as soon as the goods are loaded and dispatched from the consignor's premises or accepted for storage and shall be payable in full without any deduction, withholding, set-off or counterclaim and non-refundable in any event, including whether the goods or any part of them are lost, not delivered or misdelivered and regardless of any negligence, breach of contract or wilful act or default of the carrier or others.
13. The carrier shall have a lien on the goods and any documents relating thereto and on any other goods of the consignor in the possession of the carrier or any documents relating thereto for all sums payable by the consignor to the carrier under this or any other agreement and including any costs incurred in enforcing its rights and for that purpose shall have the right to sell any such goods by public auction or private treaty without notice to the consignor.
(i) The consignor shall not tender for carriage or storage any volatile spirits or explosive goods or goods which are or may become dangerous, inflammable or offensive (including radio-active materials) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such goods and in any event shall be liable for all loss and damage caused thereby and if in the opinion of the carrier the goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by the carrier without compensation to the consignor and without prejudice to the carrier's right to any charges hereunder.
(ii) The consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling, storage or carriage of the goods and that the goods are packed in a manner adequate to withstand the ordinary risks of storage and/or carriage having regard to their nature and hereby indemnifies the carrier for any liability whatsoever as a result of or arising out of the consignor's failure to comply with each of these warranties.
14. It is agreed that the consignor shall be responsible for the conformity of any containers, packaging or pallets with any requirements of the consignee and for any expense incurred by the carrier arising from any failure to so conform.
15. It is agreed that no servant or agent of the carrier nor any other person has any power to waive or vary any of the terms hereof unless such waiver or variation is in writing signed by an executive officer of the carrier.
16. If the carrier is liable for damage to or loss of the goods or any part thereof, no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the carrier in the State in which delivery was or ought to have been effected within seven (7) days after delivery was effected or would in the ordinary course of business have been effected.
17. Notwithstanding any other provision hereof other than clauses 22 and 23 hereof, the carrier shall in any event be discharged from all liability whatsoever in respect of the goods unless suit is brought within six (6) months from their delivery or the date on which in the ordinary course of business delivery would have been effected.
18. All goods received by the carrier for carriage, forwarding or storage are accepted subject to the condition that the carrier shall accept no responsibility for the collection of cash on delivery or any other payments on behalf of the consignor or any other person. When goods are tendered by any person with instructions for the carrier to collect any such payments the carrier shall not be bound by such instructions notwithstanding that the carrier may accept the goods as tendered and perform other services of carriage, forwarding or storage in relation to those goods.

19. All the rights, immunities and limitations of liability in the above terms shall continue to have their full force and effect in all circumstances and notwithstanding any negligence, breach of this contract or any of these terms and conditions, or wilful act or default by the carrier or any other person entitled to the benefit of such provisions.
20. It is hereby agreed that if any provision of this contract is unenforceable such unenforceability shall not affect any other part of such provision or any other provision hereof.
21. The consignor acknowledges that it is aware of and understands any applicable legislation relating to the disposal of uncollected goods and confirms that its place of abode for the purpose of that legislation is that set out on the documentation evidencing this contract.
22. Nothing in these terms excludes, restricts or modifies any right, remedy, guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. However, to the extent that any such law permits the carrier to limit its liability, then the carrier's liability for breach of any such law is limited, at the carrier's option, to supplying the services again or payment of the cost of supplying the services again, in respect of any particular goods or services.
23. The Carrier is not under any circumstances liable for any consequential or indirect loss, ordinary loss in weight or volume, ordinary leakage, ordinary wear and tear, loss or damage due to insufficient or unsuitable packaging or preparation for carriage, act or omission or compliance with any instruction or direction of the consignor or customer, insufficiency of labelling, inherent vice of goods, fire flood or storm or any other cause not caused with the actual fault and privity of the carrier.
24. The consignor and the customer each warrant that at all times during the performance of any services under this agreement, they have in place policies, procedures and systems of work that ensure, so far as reasonably practicable, the safety of their transport activities, within the meaning of the Heavy Vehicle National Law and that the consignor and customer will notify the carrier in the event that they detect or reasonably suspect any breach of the Heavy Vehicle National Law in respect of the movement of any goods subject to these terms and reasonably cooperate with the carrier to determine the cause(s) of any such breaches and any measures which are required to be put in place to respond to the same.