

# WFL TRANSPORT

## TRANSPORT TERMS AND CONDITIONS

### 1. Interpretation

In this Contract, which comprises these Terms and Conditions and the information specified overleaf:

- (a) "WFL Transport" means Waverley Forklifts Pty Ltd ACN 005 659 941, its assignees, contractors, subcontractors, employees and agents.
- (b) "Consignor" means the person, persons, company or business described overleaf as "Consignor".
- (c) "Goods" means the articles and/or plant and equipment, including any packaging and containment thereof, described overleaf as "Goods".

### 2. Contract

WFL Transport agrees to carry the Goods for the Consignor to as near as practicable to the place or address described overleaf as "Delivery Address".

### 3. Consignor's Obligations

- (a) The Consignor agrees to pay to WFL Transport within 7 days of WFL Transport carrying the Goods, the charges for carriage of the Goods as invoiced to the Consignor or otherwise determined by WFL Transport, as well as any applicable stamp duty, GST, other taxes, governmental charges or duties.
- (b) The Consignor agrees to pay to WFL Transport interest on any monies outstanding to WFL Transport for more than seven days at the rate of 15% per annum until the outstanding amount is paid in full.
- (c) The Consignor agrees to present the Goods to WFL Transport in a safe, transportable and storable manner and packed or contained in such a way that the Goods and any packaging or containers will not fall over, disintegrate or in any other way dissipate or adversely affect the condition of the Goods, or damage the truck or any other equipment used in the carriage of the Goods.
- (d) The Consignor agrees to advise WFL Transport at the time of entering into this Contract which, if any, of the Goods require delicate handling, are required to be transported in a particular style or manner, and which Goods contain any perishable material.

### 4. Consignor's Warranty

- (a) The Consignor warrants to WFL Transport that the Goods are the property of the Consignor or the Consignor has the authority of the owner of the Goods to present them to WFL Transport for transport in accordance with this Contract.
- (b) The Consignor warrants to WFL Transport that the Goods are safe, non-perishable and do not contain any illegal, flammable, explosive or dangerous substance.

### 5. Consignor's indemnity

The Consignor agrees to indemnify, keep indemnified and save harmless WFL Transport, its directors, employees, contractors, sub-contractors and agents from and against all claims, damages, liabilities, losses, demands, actions, costs, and other expenses arising directly or indirectly from:

- (a) any breach of this Contract by the Consignor;
- (b) any action or negligence of the Consignor, its directors, employees, contractors or agents;
- (c) any death or personal injury or loss damage to any property, suffered by any person arising out of the carriage of the Goods by WFL Transport; or
- (d) any loss of or damage to the Goods.

This indemnity shall be a continuing indemnity.

### 6. Risk

- (a) The Consignor agrees that the Goods are stored and/or carried by WFL Transport at the Consignor's own risk.
- (b) The Consignor agrees to effect its own insurance in respect of any loss or damage to the Goods.

### 7. Location

The Consignor agrees that WFL Transport may at its sole and absolute discretion vary the location at which the Goods are stored at any time.

### 8. Non Delivery

- (a) The Consignor agrees that these Terms and Conditions will be sufficiently carried out by WFL Transport if WFL Transport obtains a signed receipt or delivery docket for the Goods from any person at the Delivery Address.
- (b) The Consignor agrees that, if for any reason the Goods are unable to be delivered, or are not accepted by the person, company or business to whom they are delivered, then the Goods may be returned to the Consignor and the Consignor agrees to pay to WFL Transport any reasonable costs and charges incurred by WFL Transport in returning the Goods to the Consignor, in addition to the transport charges.

### 9. Exclusion of Common Carrier

The Consignor acknowledges and agrees that WFL Transport is not a common carrier and will not accept liability as a common carrier, and that the acceptance of Goods or other items or property for carriage, storage or handling by WFL Transport is subject only to the terms and conditions contained in this Contract.

### 10. Sub-Contractors

The Consignor authorises WFL Transport at the sole and absolute discretion of WFL Transport, to arrange for a sub contractor or sub contractors to carry out all or part of this Contract.

### 11. Exclusions

To the extent permitted by law, all express or implied conditions or warranties, are excluded from this Contract.

### 12. Termination

WFL Transport may terminate this Contract immediately if the Consignor is in breach of any term of this Contract or becomes insolvent, goes into liquidation, enters into a scheme of arrangement or appoints an administrator.

### 13. No Assignment

Subject to the rights of WFL Transport set out in clause 10, a party cannot assign its rights and obligations under this Contract without prior written consent of the other party.

### 14. Governing Law and Jurisdiction

The laws of the State of Victoria govern this Contract and the parties submit to the non-exclusive jurisdiction of the Courts of the State of Victoria.

### 15. Release

The Consignor hereby releases WFL Transport, its directors, employees, contractors, sub-contractors and agents from all liability to the Consignor, its agents, contractors or employees for any loss or damage to the Goods or any other items or property or for the death or injury of any person due to any act or negligence of WFL Transport, its employees, contractors, sub-contractors, and agents or any other cause whatsoever including liability in contract or tort and/or for special or consequential damages.