

Andrew's Refrigerated Transport

Standard Trading Terms & Conditions

1. General

1.1 Andrew's Refrigerated Transport (herein after referred to as "Andrew's") deliver shipments and conduct business with each customer ("You" or "Your") only on these terms. They can only be varied in writing by Andrew's authorized signatory. The person collecting or delivering a shipment has no authority to make or vary any contract.

1.2 A shipment shall mean all items conveyed by Andrew's at one time from one collection point to one delivery address.

1.3 We are not a common carrier.

1.4 These terms are subject to any applicable legislation which cannot be excluded, but only to the minimum extent provided by that legislation. Nothing in these terms reduces Andrew's rights or increases Andrew's liability under that legislation.

1.5 Headings are for reference only and shall have no effect on the construction of these conditions.

2. Warranty

You warrant and represent that You are the owner or authorized agent of the owner of any shipment You ask Andrew's to deliver. You accept these terms for yourselves and on behalf of the owner also and on behalf of anyone else who now or later has an interest in the shipment.

3. Sub-contracting

We have the right to delegate or sub-contract the performance of any of Andrew's obligations. You authorize Andrew's to sub-contract on relevant standard conditions or any other terms Andrew's think appropriate.

4. Method of Transportation

Unless You instruct otherwise, Andrew's have total discretion as to the means, route and procedure for handling, storage or transportation of any shipment. You authorize Andrew's to depart from Your instructions if Andrew's reasonably decide that it is desirable to do so in Your interests.

5. Packing and Labelling

Unless You otherwise inform Andrew's in advance in writing, You will ensure that the shipment is properly packed and prepared, labelled and documented. Andrew's may, if we think fit, open and inspect any shipment.

6. Relevant Information

You will give Andrew's, in good time, all information relating to the shipment which is appropriate for Andrew's to know (including, e.g., weight, descriptions and values). You will ensure that all information Andrew's receive is complete and accurate. You will, in good time, notify Andrew's in writing of any official or regulatory requirements affecting the shipment and will provide all necessary documentation or action. You will indemnify Andrew's against any loss or expense arising from any inaccuracy or omission.

7. Instructions and Confirmations

It is Your responsibility to ensure that all instructions or confirmations are in writing and are accurate, complete and clear. Any ambiguity in instructions or doubt or conflict arising from the absence of writing shall be resolved in Andrew's favour. We do not have to make any declaration for any purpose as to the description or value of any shipment or as to any special interest in delivery unless You expressly instruct Andrew's in writing to do so.

8. Duties and Taxes

You are responsible for all duties, taxes, deposits or other charges made by any authority in connection with the shipment, and for any payments, fines, expenses or losses Andrew's incur in connection with the shipment.

9. Collect Charges

If Andrew's accept a shipment on instructions to collect carriage charges, duty or any other money from the consignee or anyone else, You nonetheless remain responsible for payment if they are not paid by such other person immediately when due. Andrew's shall not be liable for any failure to collect any such payment.

10. Limitation of Liability

10.1 You will make Your own arrangements to insure the shipment to its full value against all appropriate risks, except to the extent that Andrew's agree to do so; in which case Andrew's shall effect such insurance as Your agent and You will pay Andrew's additional charges.

10.2 We shall not be liable for any claim in connection with a shipment or otherwise except to the extent to which it arises from Andrew's negligence or wilful default.

10.3 In any event, Andrew's shall not be liable to pay compensation for loss of income, business profits, utility, market opportunity, wasted expense or consequential or indirect losses howsoever caused.

10.4 Andrew's are not in the business of giving advice and, therefore, in any event shall not be liable for any claim alleging that Andrew's have given incorrect advice or information.

10.5 In any event, Andrew's liability for any claim (or all claims arising from a single incident) whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed:- \$5,000 (AUD).

11. Force Majeure

In any event, Andrew's shall not be liable for claims in circumstances of force majeure, i.e. where Andrew's are obstructed in or prevented from performing Andrew's obligations by reason of factors beyond Andrew's practical control, including unavailability of personnel or equipment.

12. Time Bar

In any event, Andrew's shall have no liability:-

12.1 for loss or mis-delivery of part of a shipment or for damage to any shipment (howsoever caused) unless Andrew's are notified in writing within 7 days after the end of the transit;

12.2 for loss or mis-delivery of the whole of the shipment or any separate packages forming part of the shipment (howsoever caused) unless Andrew's receive notice in writing within 7 days of the date when the shipment should have been delivered.

13. Delivery Time

Any stated delivery time is only an estimate, unless Andrew's confirm in writing that time is of the essence.

14. Dangerous and Prohibited Goods

Unless You obtain Andrew's prior agreement, Andrew's will not deal with any shipment which is or may be noxious, dangerous, hazardous or inflammable or which Andrew's consider may cause damage, disease or infestation or the carriage of which is prohibited by any law or regulation of any country from, to or through which the shipment may be carried. If, despite this, You deliver to Andrew's any such shipment or are responsible for Andrew's dealing with such a shipment, You will indemnify Andrew's against all loss, damage or expense arising in connection with such shipment. Andrew's or any other person having possession of such a shipment (whether Andrew's have agreed to accept it or not) may destroy or otherwise deal with the shipment in whatever way Andrew's or they decide if Andrew's or they reasonably believe action is necessary or appropriate.

16. Quotation

Andrew's may withdraw or revise a quotation at any time. If a quotation is based upon information provided by You (e.g. as to weight) and such information is inaccurate Andrew's may, without notice, charge extra to reflect the actual position.

18. Payment

If Andrew's have previously agreed a credit account with You in writing, payment is due as indicated by the payment terms on Andrew's invoice. Otherwise, payment is due immediately. You will not make any deduction from sums payable to Andrew's. Interest shall be payable at 5% for each calendar month during the whole or part of which payment of any amount is overdue. You remain fully liable for Andrew's charges, regardless of the liability of any other person. You irrevocably appoint Andrew's as Your agent to collect any sums due from the owner, sender or consignee of any shipment and to apply such sums against money payable by You.

19. Lien

Andrew's have a general and particular lien on all shipments, documents and other items in Andrew's possession to cover any money payable on any account by You, or by the sender, consignee or owner of such shipment. Andrew's may sell or otherwise dispose (as Andrew's see fit) of any shipment in Andrew's possession or under Andrew's control, and apply the proceeds of sale to payment of money which is due to Andrew's. Andrew's will send 7 days prior notice in writing of Andrew's intention to sell or dispose to You and also to anyone You have previously notified to Andrew's as being the owner of the goods, provided that You have given Andrew's a full address for them.

20. Indemnity

You will indemnify Andrew's against any liability or expense Andrew's incur which arises in connection with Your act, default or omission or that of the consignee or any other party claiming an interest in the shipment. In particular, You will indemnify Andrew's against any liability to any other person involved with the shipment in connection with any claim made against them by You or by the sender, consignee or owner of the shipment or by any other person in connection with the shipment.

21. Governing Law

Any claims relating to a shipment and all agreements between Andrew's and You are governed by New South Wales (NSW), Australia Law and are subject to the exclusive jurisdiction of the NSW Courts.

22. Entire Agreement

These terms comprise the entire agreement between Andrew's and You.