

1. DEFINITIONS

- 1.1 "Transfreight" shall mean Transfreight Limited, or any agents or employees thereof.
- 1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing products and services from Transfreight.
- 1.3 "Services" shall mean all services provided by Transfreight to the Client and shall include without limitation all aspects of providing transport and delivery services and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Services by Transfreight to the Client.
- 1.4 "Price" shall mean the cost of the Services as agreed between Transfreight and the Client and includes all disbursements eg charges Transfreight pay to others on the Client's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Transfreight from the Client for the supply of Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Client authorises Transfreight to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Services provided by Transfreight to any other party.
- 3.2 The Client authorises Transfreight to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Client is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Services shall be deemed to be sold at the current amount as such Services are sold by Transfreight at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Services that is beyond the control of Transfreight between the date of the contract and delivery of the Services.

5. PAYMENT

- 5.1 Payment for Services shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Transfreight in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.

6. QUOTATION

- 6.1 Where a quotation is given by Transfreight for Services:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - 6.1.3 Transfreight reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Services are required in addition to the quotation the Client agrees to pay for the additional cost of such Services.

7. AGENCY

- 7.1 The Client authorises Transfreight to contract either as principal or agent for the provision of Services that are the matter of this contract.
- 7.2 Where Transfreight enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the Client agrees to pay any amounts due under that contract.

8. GENERAL LIEN

- 8.1 The Client agrees that Transfreight may exercise a general lien against any property belonging to the Client that is in the possession of Transfreight for all sums outstanding under this contract and any other contract to which the Client and Transfreight are parties.
- 8.2 If the lien is not satisfied within seven (7) days of the due date Transfreight may, having given notice of the lien at its option either:

- 8.2.1 Remove such property and store it in such a place and in such a manner as Transfreight shall think fit and proper and at the risk and expense of the Client; or
- 8.2.2 Sell such property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

9. DESCRIPTION AND PACKAGING

- 9.1 The Client warrants the description and particulars of freight carried is true, correct and adequate and agrees to indemnify Transfreight against all losses arising or resulting from any inaccuracies or inadequacy in that information.
- 9.2 The Client also warrants that the freight is properly packed and labelled for carriage except where Transfreight have accepted written instructions in respect of such services.

10. DISPUTES

- 10.1 No claim relating to Services will be considered unless made within seven (7) days of delivery.

11. LIABILITY

- 11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Transfreight which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Transfreight, Transfreight's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 11.2 Except as otherwise provided by clause 11.1 Transfreight shall not be liable for:
 - 11.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Services by Transfreight to the Client, including consequential loss whether suffered or incurred by the Client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Services provided by Transfreight to the Client; and
 - 11.2.2 For the purpose of determining liability for loss of or damage to any goods which are the subject of any Services provided by Transfreight to the Client, it is agreed that every contract of carriage shall be deemed to be "at limited carrier's risk" as defined by the Carriage of Goods Act 1979

12. INSURANCE

- 12.1 Unless the Client instructs Transfreight in writing to arrange insurance the Client is responsible for keeping goods which are the subject of any services provided by Transfreight insured to their full value at all times and any claim must be notified.

13. CONSUMER GUARANTEES ACT

- 13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Services from Transfreight for the purposes of a business in terms of section 2 and 43 of that Act.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 14.1 If the Client is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Transfreight agreeing to supply Services and grant credit to the Client at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Transfreight the payment of any and all monies now or hereafter owed by the Client to Transfreight and indemnify Transfreight against non-payment by the Client. Any personal liability of a signatory hereto shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Client shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

15. MISCELLANEOUS

- 15.1 Transfreight shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 15.2 Failure by Transfreight to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Transfreight has under this contract.
- 15.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.