

1. All and any business undertaken by Sadlers Transport Co. (WA) Pty Ltd (hereinafter called "the Company") is transacted subject to the conditions hereinafter set out and each and every condition shall be deemed to be a condition of any agreement between the Company and its Customers. The Customer's acceptance of the Company's offer or the Company's acceptance of the Customer's offer implies acceptance of such conditions. Such conditions shall prevail in the event of any inconsistency between them and the Customer's terms and conditions of trading.
2. The Company carries on business as a clearing and forwarding agent and its carriage of goods is merely incidental thereto. The Company is not a Common Carrier and it may agree or refuse to handle any goods of any person at its discretion in the performance of its duties the Company is authorised by the Customer to entrust the Customer's goods (called the goods) to and to employ the services of independent third parties subject to their contractual terms and conditions. The Customer shall be bound by such terms and conditions and shall indemnify the Company against any claims which may arise therefrom.
3. Subject to express instructions in writing given by the Customer, the Company reserves to itself complete freedom in respect of all matters relating to the handling storage and transportation of the goods and the provision of its services.
4. Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the duly authorised agents of the owners of the goods or property the subject of the transaction and by entering into the transaction they accept these conditions for themselves as well as for all other parties on whose behalf they are acting.
5. The Company is entitled to be paid and retain all brokerages commissions allowances and other remunerations customarily retained by or paid to Shipping and Forwarding Agents and Insurance Brokers and Customs Agents.
6. Quotations are given on the basis of immediate acceptance and are calculated at the rates then prevailing and are subject to the right of withdrawal or revision by the Company. Any subsequent increases in such cost to the Company when the services are performed (including increases in the rates of carriage, customs duty freight insurance premiums storage and any other cost whatsoever) shall be for the Customer's account without the necessity of notice to the Customer.
7. The Company shall not under any circumstances be liable for loss or damage resulting from or attributable to any quotation statement representation or information whether oral or in writing howsoever wheresoever or to whomsoever made or given in good faith by or on behalf of the Company or by any servant, employee or agent of the Company as to the classification of or the liability for amount scale or rate of customs duty excise duty or other impost or tax applicable to the goods or property whatsoever and the Customer shall indemnify the Company against any claim made against the company in respect of such advice and action taken pursuant thereto.
8. The Company may arrange for a survey or surveys of goods at the Customer's expense upon the Customer's request or whenever the Company in its sole discretion considers necessary and may engage at the Customer's expense average adjusters loss assessors surveyors and other competent persons to study damage to the goods and report on their assessment from their own expertise what losses flow from such damage. The Company expressly disclaims any responsibility for the accuracy of the survey or the damage report or any other report referred to and shall not in any circumstances be liable for any damages from or consequential upon such survey or report whether inaccurate or negligently carried out or otherwise.
9. The Customer shall indemnify the Company against and shall pay promptly as requested by the Company on account all charges incurred or to be incurred by the Customer on bills of lading and/or air waybills expenses in respect of freight customs duty, stamp duty and all other fees costs and expenses whatsoever and howsoever arising in connection with carrying out the Customer's instructions if not so collected before paying out.
10. The Senders Owners and Consignees and their agents if any as the case may be shall be liable for any duty tax impost or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods and the Customer with whom the company has contracted shall indemnify the Company against any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith.
11. The Senders Owners and Consignees of the goods and their agents if any shall be bound by and warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customs consular and other purposes and they undertake to indemnify the Company against all claims, losses, damages, costs expenses and fines arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence.
12. No insurance will be effected except upon express written instructions by the Customer and then only at his expense and on the lodgement of a declaration as to the value of the goods and all insurances effected by the company will be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have no recourse against the Company and the Company shall not be under any responsibility or liability in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.
13. (a) In the case of goods of a value exceeding \$200 per package or unit or the equivalent of that sum in other currency the value will not be declared or inserted in the bill of lading for the purpose of extending the Ship owners liability under any Act except upon express instructions given in writing by the Customer.
(b) In the case of Carriage by Air no special declaration or interest in delivery at destination to increase the Air Carriers liability under any Act will be made except on express instructions given in writing by the Customer.
(c) In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers, warehousemen or others no declaration of value (where optional) will be made for the purpose of extending liability and goods will be forwarded or dealt with at Customer's risk or other minimum charges unless express instructions in writing to the contrary are given by the Customer.
14. All goods presented to the Company shall be properly and securely packed and shall be in such a condition as not to cause or be likely to cause any damage whatsoever. The Company shall not be liable for any damage to the goods in any way attributable to the failure to pack the goods in the manner aforesaid and the Customer shall indemnify the Company against all losses or claims of whatsoever nature arising out of or in any way connected with any damage or injury resulting from the goods not being in such condition as aforesaid.
15. (a) Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not identifiable may be sold or otherwise disposed of as the Company shall see fit without any notice to the Senders, Owners or Consignees of the goods, and payment or tender by the company to the Customer of the net proceeds of any sale after deduction of charges shall be a complete discharge of the Company's responsibility.
(b) Non perishable goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee may be sold or returned at the company's option at any time after the expiration of 21 days from the date of written or faxed notice sent to the last known address of the Customer. All charges and expenses arising in connection with the sale or return of the goods shall be paid by the customer.
(c) A Communication from any agent or correspondence from the Company to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of that fact. Return of the goods to the Customer or payment by the Company to the Customer of the net proceeds of any sale after deduction of charges shall be a complete discharge of the Company's responsibility.

15. d) The Customer will indemnify the Company against any claims by third parties by reason of such sale or disposal and against all losses, costs and expenses incurred by the Company in connection therewith.
16. Except under prior written arrangement with the Customer the Company will not accept or deal with any goods which are in the opinion of the Company noxious dangerous or inflammable or explosive or likely to cause damage in the event of any person delivering such goods to the Company or causing the Company to handle or deal with any such goods (except under special arrangement previously agreed in writing with the Customer) the Customer shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties, claims, damages, costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time and the customer shall indemnify the Company against all consequences of the exercise of this right if such goods are accepted under an arrangement with the Customer previously agreed in writing they may nevertheless be so destroyed or otherwise dealt with it in the opinion of the Company they become dangerous to other goods or property and the Customer shall in that event indemnify the Company in the manner aforesaid. The expression "goods likely to cause damage" includes goods likely to harbor or encourage vermin or other pests, but this shall in no way limit the generality of the said words.
17. Except under prior written arrangements with the Customer the Company will not accept bullion, coins, precious stones, jewellery, valuables, securities, antiques, pictures, livestock, animal semen or plants and the Company will not accept any liability whatever for any such goods except by prior written arrangements.
18. Pending forwarding and delivery, the goods may be warehoused or otherwise stored or held at any place or places at the sole discretion of the Company its servants or agents and at the Customers risk and expense. The Customer shall indemnify the Company against any loss suffered by it as a result of any claims brought against it by third parties (including its own servants or agents) in connection with the warehousing and storage of the goods.
19. Instructions to collect payment on delivery (COD) in cash or otherwise are accepted if in writing by the Company upon the condition that the Company will be liable to exercise reasonable diligence. The sender shall be liable for the Company's charges if the consignee does not accept these for any reason.
20. The goods (and documents relating to goods) shall be subject to a particular and general lien for monies due to the Company either in respect of such goods or for any particular or general balance or other monies due from the Customer Senders. Owners or Consignees to the Company if any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due that such goods are detained they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person and the proceeds applied in or towards satisfaction of such particular and general lien. If any claims are made against the Company by third parties (including its own servants or agents) by reason of the exercise of its rights under this condition the Customer will indemnify the Company against the same and against all losses, costs and expenses incurred by the Company in connection therewith from any cause.
21. The Company shall have no liability or responsibility by virtue of the fact that a change in the rates of duty wharfage, freight, sailage or cartage or any other tariff occurs before or after the performance by the Company of any act involving a less favourable rate of tariff or by virtue of the fact that a saving may have been effected in some other way had any act been performed at a different time and whether its performance of any of the acts aforesaid is delayed or precipitated through the negligence of the Company its servants or agents or howsoever caused.
22. The servant's employees and agents of the Company shall be entitled to the benefit of all provisions in these conditions which exclude or restrict tortious liability of any kind. Furthermore for the purposes only of conferring the benefit of such provisions upon the servant's agents and employees of the Company, the Company enters any agreement with the Customer on its own behalf and also as agents for its servants, employees and agents who are such at the time the agreement is made. In any event the servants, employees and agents of the Company are to be under no greater liability than the Company itself for acts or omissions connected with the performance of the Company's obligations.
23. (a) This clause shall apply in respect only of those services supplied by the Company where
 - (i) The price of the services exceeds \$15 000 and
 - (ii) the services are of a kind not ordinarily acquired for personal domestic or house hold use or consumption.(b) The liability of the Company for a breach of a condition or warranty implied into this contract by the Trade Practices Act 1974 is limited to \$20.
24. (a) This clause shall apply in respect only of those services supplied by the Company to the Customer which are services of a kind not ordinarily acquired for personal, domestic or household use or consumption (as that term is used in the Trade Practices Act 1974) except where the Customer establishes the reliance by the Company upon this clause would not be fair and reasonable.
(b) Accordingly the liability of the Company for a breach of a condition or warranty implied into this contract by the Trade Practices Act 1974 is limited at the Company's choice to
 - (i) the supplying to the Customer of the services again or
 - (ii) the payment to the Customer of the cost of having the services supplied again.
25. The following provisions shall apply and take effect only to the extent that they are not inconsistent with or rendered illegal by any provision of the Trade Practices Act.
 - (a) The Company shall not under any circumstances be liable for loss or damage resulting from fire, water, explosion, pilferage or theft or any other cause beyond the control of the Company.
 - (b) In any event the Company shall not be liable in respect of any claim whatsoever unless made in writing and received by the Company within 7 days of the facts giving rise to the claims first coming to the notice of the Customer, his servants, agents or principals.
 - (c) The Company shall not be liable under any circumstances for any loss damage or expense arising from or in way connected with marks weights, numbers, brands, contents, quality or description of the goods.
 - (d) The Company shall not be liable for any loss of or damage to goods whatsoever unless such loss or damage occurs whilst the goods are in the actual custody of the Company and under its actual control and unless such loss or damage is proved to be due to the willful neglect or default of the Company or its own servants.
 - (e) The Company shall not in any circumstances be liable for damages arising from loss of market or other consequential or indirect losses or loss attributable to delay in collecting or in forwarding or in transit or failure (not amounting to willful negligence) to carry out the instructions given to it.
26. (a) All agreements between the Company and its Customer shall be governed by the law of the State of Western Australia and all disputes shall be exclusively determined by the Courts of that State.
(b) Any proceedings against the Company must be brought within 12 months from the date of the Contract.
(c) No variation of the above written conditions shall be of any effect unless it shall have been agreed in writing and signed by a director on behalf of the Company.
27. All goods (and documents relating to goods) shall be subject to a particular and general lien for moneys due whether in respect of such goods or for any particular or general balance or other moneys due from the customers. If any moneys due to the Company are not paid within one calendar month after notice has been given to the person from whom the moneys are due that such goods are detained, they may be sold by auction or otherwise at the sole discretion of the company and at the expense of such person and the proceeds applied in or towards satisfaction of such particular and general lien.