

TERMS AND CONDITIONS

The following conditions apply to all contracts for Carriage of Goods or livestock in which A.M. Whitton & R.T. Whitton trading as Ro's Horse Transport (ABN 60 599 627 958) act as Carrier. If a Consignor places Goods or livestock with the carrier that shall constitute assent by the Consignor to be bound to the conditions herein.

1. INTERPRETATION:

- a) "Carriage" or "carry" means transporting or any other service related to the Goods.
- b) "Carrier" means A.M. Whitton & R.T. Whitton trading as Ro's Horse Transport, including its servants, agents and assigns.
- c) "Consignor" means the person or company who orders or places Goods with the Carrier for carriage.
- d) "Goods" includes Livestock, other items, accessories and persons travelling with same.
- e) "Sub Contractor" includes any person or company with whom the Carrier arranges agistment, livery or storage.
- f) "In writing" means by letter, fax, email, text message or other electronic delivery sent to the last known address of the receiving party.

Words referring to singular or plural numbers include the opposite and words referring to gender include all genders.

2. RISK OF CARRIAGE: The Carrier is not a "common carrier" for general law purposes. All Goods are at the risk of the Consignor not the Carrier. The Carrier is not liable in tort, contract or otherwise for any loss or damage to the Goods or for any other loss, damage, expense, claim or liability howsoever incurred including in the delivery, non-delivery, loading, carriage, storage, livery, agistment or delayed delivery in respect of the Goods. The Consignor acknowledges that the Carrier is not liable for the actions of any Sub-Contractor of the Carrier.

3. INSURANCE: The Consignor acknowledges that the Carrier does not need to and is not required to insure against loss or damage in respect of any Goods. It is the Consignor's responsibility to protect the Goods against the risk of loss or damage and, at its own cost, to take out and keep current adequate insurance to cover the Goods upon the terms and in such amounts as are reasonable in the circumstances.

4. RIGHT TO REFUSE CARRIAGE: The Carrier reserves the right to refuse the Carriage of any Goods at its sole discretion.

5. MODE OF CARRIAGE: If the Consignor requests the Carrier to use a particular mode of Carriage (for example by road, rail, sea or air) the Carrier will give reasonable consideration to that request but if not convenient, the Carrier retains absolute discretion as to the method adopted and the Consignor authorises this.

6. CARRIAGE OF GOODS WITH OTHER GOODS/ALTERNATIVE ROUTE: The Carrier can at its absolute discretion carry the Goods by any route it chooses, either alone or with other Goods. The Carrier may deviate at any time to a different route at its sole discretion.

7. CORRECT ADDRESS: The Consignor must give the Carrier the correct address for pick-up and delivery, and ensure a responsible person is present to enable the Carrier to pick up and deliver the Goods. The Carrier is not liable for any delay or damage resulting from the Consignor not doing this.

8. CHANGED ADDRESS: If after pick-up, the Consignor changes the delivery address the Carrier may, at its sole discretion, redirect the Goods but is not under any obligation and is not responsible for any delay that may be caused by redirection or by any refusal to redirect. The Carrier reserves the right to amend any quote provided by it and to charge an additional fee for any change in the delivery address.

9. RIGHTS OF SUB-CONTRACTORS: The Consignor hereby authorises the Carrier to arrange with a Sub-Contractors for Carriage of the Goods. Delivery of the Goods by the Consignor to such Sub-Contractor evidences authority given by the Consignor to the Carrier and the Sub-Contractor for this to happen. The Consignor authorises the Sub-Contractor to exercise all the rights of the Carrier under this contract.

10. AUTHORITY TO SIGN CONSIGNMENT NOTE: The person delivering Goods to the Carrier is authorised by the Consignor to sign the Consignment Note.

11. GOODS NOT ACCEPTED BY CARRIER: If Goods are not accepted when delivered to the Carrier, it may hold them as bailee and at the risk of the Consignor. The Carrier can charge storage fees at normal rates charged by the Carrier. As bailee the Carrier is not liable for any loss or damage. The Carrier may at its discretion return the Goods to the Consignor at the Consignor's cost.

12. PAYMENT: The Consignor (even if not the owner of the Goods) is responsible to the Carrier for its charges for Carriage of the Goods. Payment of all charges must be made within 7 days of delivery of the Carrier's invoice to the Consignor, although the Carrier reserves the right to require full payment prior to Carriage.

13. LIEN: If the Consignor fails to pay the charges prior to Carriage, the Carrier may exercise a possessory lien over the Goods. The Consignor irrevocably appoints the Carrier as the Consignor's true and lawful attorney to sell the Goods and out of the proceeds of such sale to retain all charges and expenses for the detention and sale. Any surplus or such of the Goods as remain unsold will be remitted to the Consignor. Any such sale shall be without prejudice to the right of the Carrier to recover from the Consignor the same charges if not covered by the proceeds of sale.

14. FORCE MAJEURE: The Carrier is not liable for failure to comply with any of the terms and conditions of this Contract caused matters beyond its control, such as by fire, strike, war, insurrection, government restrictions, riots, acts of God, acts of third parties or other causes. HOWEVER, it shall make reasonable efforts to deliver the Goods as quickly as possible.

15. INDEMNITY: The Consignor will indemnify and keep indemnified the Carrier in respect of any loss, damage or injury caused to the Carrier or any property of the Carrier, or to any other person or property either by the Goods during Carriage, or by the breach of any warranty in Clause 16.

16. WARRANTIES OF CONSIGNOR: The Consignor expressly warrants it is either the owner, authorised agent or the legal representative of the owner of the Goods and that it accepts these conditions of Carriage.

17. IMPLIED WARRANTIES: Notwithstanding anything herein contained, the Carrier is bound by any statutory warranty applicable to this Contract under the *Competition and Consumer Act 2010* (Cth) ("Australian Consumer Law") but the Consignor agrees to limit the liability of the Carrier to the supply of the services again.

18. AMENDMENTS TO BE IN WRITING: The Carrier is not bound by any purported change to these conditions unless in writing and signed by the Carrier.

19. LAW OF THE CONTRACT: The law applicable to this contract is that of Queensland.

20. CONSEQUENCES OF DEFAULT: The Consignor agrees to pay upon demand all costs, fees, charges and disbursements (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Carrier's collection agency costs, and bank dishonor fees) incurred by the Carrier in recovering any monies due. For the avoidance of any doubt interest on overdue invoices will accrue daily from the date payment is due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Carrier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.