TERMS AND CONDITIONS ("conditions")

1. In these conditions:

(a)"Carrier" means Redmetro Pty Ltd (ACN 147 925 862), their servants, officers, agents and subcontractors and any subcontractors of any subcontractors. (b)"Consignor" means the party entering into the contract of carriage with the Carrier, being either the shipper, the owner of the goods or their authorised agent. (c)"Contract" means these Terms and Conditions and the Consignment Note provided by the Carrier to the Consignor (if any).

2.(a) The Carrier is not a common Carrier and accepts no liability as such. The carrier may refuse the carriage or transport of goods for any person or corporation and the carriage or transport of any class of goods is at the Carrier's absolute discretion.
(b)The Carrier is subject only to these conditions.
(c)The Carrier is not liable for damage to or loss, depreciation, mis-delivery, non-delivery or delay in delivery of any goods.
(d)The Consignor is liable for loss or depreciation of or damage to any goods whilst in the Carrier's custody, during storage, or in transit by road, rail, steamships, air or other means.

3. The Consignor agrees to these conditions. These conditions cover the whole of, or any part of, the operations performed from time to time by the Carrier for the Consignor, including but not limited to the carriage, storage loading, un-loading, packing, un-packing, freight forwarding, customs clearance or deconsolidation of any goods on behalf of the Consignor ("the Services").

4. The Consignor warrants that:
(a) The Consignor has complied with all applicable laws and regulations relating to the nature, condition, packaging or carriage of the goods and that the goods are packed in a manner, having regard to their nature, adequate to a manner, having regard to their nature, adequate to carriage;
(b) The goods are accurately described in writing in the space provided on the consignment note;
(c) The Consignor is either the owner of the goods and/or the authorised agent of the person or persons owning or having any interest in the goods or any part thereof and enters into this contract on its own behalf and/or as authorised agent of that person or persons;
(d) The Consignor is authorised to agree to these conditions.

5.The Consignor indemnifies the Carrier against any expenses, charges or losses sustained or incurred by the Carrier in complying with the requirements of any law or otherwise incurred as a result of a breach of the warranties in Clause 4.

6.The Consignor undertakes that no claim will be made against the Carrier or any servant, sub-contractor or agent of the Carrier which imposes or attempts to impose upon any of them any liability whatsoever in connection with the goods or the Services under the contract. If any such claim should nevertheless be made, the Consignor shall indemnify the Carrier against the consequences thereof. In particular, the Consignor indemnifies the Carrier against any claim or allegations made against the Carrier or liability to any person for any damage, personal injury or other loss or injury (personal and property) arising out of or in connection with these conditions, the goods or the Services including indemnity costs incurred by the Carrier and including for negligence, breach of contract, bailment, wilful act or default.

7.The method or methods of undertaking the Services will be at the sole discretion of the Carrier and the Consignor hereby authorises the Carrier to adopt any method or methods other than any method which may have been instructed or agreed.

8.The Consignor authorises any deviation from the usual route of carriage.

9.The Carrier will not be bound to deliver the goods except to the Consignee shown on the consignment note or to such other persons as may be authorised in writing by the Consignor to receive the goods.

10.If the Carrier is unable to deliver the goods for any reason (including failure on the part of the Consignee to take delivery within a reasonable time) the Carrier will be entitled to handle and store the goods in such manner as it may in its discretion determine and will be entitled to make a reasonable charge in respect of such handling and/or storage and subsequent delivery of the goods.

11.The Consignor or his authorised agent will not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods without presenting a full description of those goods and in default of so doing will be liable for all loss and damage caused thereby.

12.The goods will at all times be at the risk of the Consignor and the Carrier will not be liable in tort (including negligence), contract (including breach of contract or any act or omission of the Carrier that is outside the authorized scope of its activities under the contract), for breach of duty as bailee, for contravention of any statute or breach of statutory duty or otherwise for any loss of, damage to, failure to deliver, delay in delivery of, or miss-delivery of the goods whatsoever, howsoever caused.

13.The exclusion of liability in Clause 12 extends to include not only loss of or damage to the goods themselves, but loss, damage or injury to any person, property or thing damaged arising from the Carrier providing the Services and to any indirect or consequential loss arising from such loss, damage or injury or from failure to deliver, delay in delivery or misdelivery.

14.Notwithstanding any other provision in these conditions of carriage, but subject always to Clause 12 and 13, if any liability whatsoever, howsoever arising, is found to attach to the Carrier or any sub-contractor, the Carrier's liability is limited to the lesser of:

a) in the case of services supplied under this contract:
(i)the payment of the cost of supplying the services again; or
(ii)the amount of AUS$500.00.

b) in the case of goods:
(i)the replacement of the goods or the supply of equivalent goods;
(ii) the repair of the goods;
(iii)the payment of the cost of replacing the goods or of acquiring equivalent goods;
(iv)the payment of the cost of repairing the goods; or
(v)in any event, an amount no higher than AUS$500.00.

15.All the rights, immunities and limitations of liability in these conditions of carriage will continue to have full force and effect notwithstanding any breach of this contract by the Carrier or any other person entitled to the benefit of such provisions.

16.The Consignor will pay to the Carrier in cash, or as agreed, all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off. All sums are exclusive of GST. The Consignor will pay to the Carrier the GST payable by the Carrier in addition to any other sums due.

17.When the Carrier is instructed to collect freight, duties, charges or other expenses from any person other than the Consignor, the Consignor will remain responsible for the amounts; and will pay these amounts to the Carrier on demand where these amounts have become due and have not been paid by such other person.

18.On all accounts overdue to the Carrier, the Carrier is entitled to interest calculated at 4 per cent above the base rate of the Carrier's bank applicable during the periods that such amounts are overdue.

19.If on demand any person fails to pay charges due to the Carrier in respect of any service rendered by the Carrier, the Carrier will have a general lien over the goods and/or any other cargo or items the property of the Consignor, and after reasonable notice to the Consignor, may sell all or any part of the goods and/or any other cargo or items the property of the Consignor which are in its possession and out of the moneys arising from the sale retain the charges so payable together with all charges and expenses of the storage, detention and sale, and will render the surplus if any of the moneys arising from the sale and such of the goods as remain unsold to the person entitled thereto.

20.The Carrier is authorised (if it should think fit to do so) to subcontract the whole or any part of the carriage or handling and such authorisation extends to any subcontractor.

21.Any clause herein excluding or limiting the liability of the Carrier or providing any right or exemption from liability to the Carrier will also be available and will extend to protect all subcontractors and every servant or agent of the Carrier and of any subcontractor.

22.Notwithstanding any condition herein limiting or excluding liability, if and to the extent to which the carriage involves the transportation of goods otherwise than for the purposes of or in the course of a business, trade, profession or occupation carried on or engaged in by the Consignor, the contract will be subject to any implied warranty provided by the Competition and Consumer Act 2010, the Fair Trading 1987, the Fair Trading Act 2010 or any other similar Act if and to the extent that the said Acts are applicable to the contract and prevents the exclusion, restriction or modification of such warranty. To the extent that any implied warranty provided by the Competition and Consumer Act 2010, the Fair Trading Act 1987, the Fair Trading Act 2010, or any other Act applies, the Carrier limits its liability to the maximum extent allowed under those Acts.

23.These conditions will be governed and construed in accordance with the laws of the State of Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

24.Any claim for loss of or damage to the goods or relating to the provision of the services under this contract must be notified in writing to the Carrier within seven (7) days of delivery of the goods or the date by which the goods should have been delivered, failing receipt of which notice the Carrier shall be forever discharged from any and all liability to any person (including the Consignor) in respect of the goods and/or the services under this contract. In any event whatsoever, the Carrier shall be discharged from any and all liability whatsoever unless suit is brought within six (6) months of the provision of the services under this contract, delivery of the goods or when the services should have been provided, or when the goods should have been delivered. Time is of the essence in this Clause.

25.The Consignor must take out its own insurance cover for the goods being carried by the Carrier. At the request of the Carrier, the Consignor will make the Carrier a co-insured to the Consignor's insurance policy. The Carrier will not arrange insurance.

26.The contract is the entire agreement between the Carrier and the Consignor. No purported variation or modification of the contract will have any effect unless it is in writing and signed by the Carrier.

27.If any part of the contract is unenforceable that part is severed from the contract with the rest remaining in full force.