

1. K.W. Thompson Transport hereinafter referred to as "The Carrier" (Which expression will include its servants, agents, sub-contractors and including the railways operated by the Commonwealth or any State) is not a Common Carrier and will accept no liability as such. All articles are carried or transported and all storage or other services are performed by the Carrier subject only to these conditions AND THE CARRIER RESERVES THE RIGHT TO REFUSE THE CARRIAGE OR TRANSPORT OF ARTICLES FOR ANY PERSON, CORPORATION OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF ARTICLES AT ITS DISCRETION.
2. These conditions, together with any special instruction and the agreement between the parties as to price, shall contain the entire and only agreement between the parties in respect of this carriage of goods and any representation, promise condition or warranty in connection therewith not incorporated herein shall not be binding upon either party.
3. In the event that the carrier does not himself carry the goods then he is hereby appointed the agents of the Consignor for the purpose of entering into a contract of carriage on behalf of the Consignor with any other Carrier provided that such contract of carriage shall contain the same terms and conditions as this agreement except as to price and that the Carrier shall be responsible for all charges payable to such further Carrier and shall be paid the price agreed upon in respect of this carriage of goods notwithstanding any arrangement pursuant to this clause.
4. Where forwarding is delayed under instructions from the Consignor or by circumstances beyond the control of the Carrier, the goods may be warehoused or stored at the Carrier's sole discretion and at the Consignor's expense
5. Every special instruction to the effect that charges shall be paid by the Consignee shall be deemed to include a stipulation that if the Consignee does not pay the said charges within seven (7) days of the date set for payment, or if no date is set for payment, within seven (7) days of delivery or tended delivery of the goods then the Consignor shall pay the said charges.
6. A charge maybe be made by the Carrier in respect of any delay in excess of thirty minutes in loading and unloading occurring other than from the default of the Carrier such permissible delay period commencing upon the Carrier reporting for loading or unloading, labour for which purposes being the responsibility and at the expense of the Consignor or Co consignee.
7. Freight shall be considered earned as soon as the goods are despatched from the premises of the Consignor whether the goods are delivered to the Consignee or not, and whether damaged or otherwise.
 1. Subject to any special instruction the Consignor shall pay the Carrier all charges, including any further charges pursuant hereto notwithstanding that-
 - a. The Consignee refuses, fails or neglects to take delivery of the goods or
 - b. Delivery of the goods cannot be effected because the Consignee is dead, cannot be found or located either because the address given is insufficient or incorrect or
 - c. It becomes necessary to sell or otherwise deal with the goods either according to the instruction of the Consignee or otherwise pursuant thereto.
 2. In any case referred to in sub-clause (1) of this Condition:
 - a. Where instructions from the Consignor with respect to disposing of perishable goods are not or cannot be obtained within a reasonable time having regard to the nature and condition of the goods then such perishable

goods may be sold or otherwise disposed of without notice to the Consignor, Consignee or owner of the goods and also of charges and expenses which may be due or owing or payable to the Carrier under these terms and conditions shall be equivalent to delivery, and

- b. Where instructions from the Consignor with respect to disposing of non-perishable goods are not received before the expiration of twenty one days from the date of the sending of the notice in writing by the Carrier to the Consignor at the address given heron as his/her address then the Carrier may sell such goods or return them to the Consignor at the Carrier's option and where goods are sold payment or tender of the net proceeds of any sale after deduction of all charges and expenses which maybe due, owing or payable to the Carrier under these terms and conditions shall be equivalent to delivery.
 - c. A communication in writing from any agent or correspondent of the Carrier that the goods be delivered for any reason shall be conclusive evidence of that fact, for the purpose of this sub-clause.
8. The Consignor shall specifically declare and fully describe in writing in the space provided herein the name and the nature and the value of all goods subject to special rates of carriage by reason of their value or nature, or of a noxious, dangerous, hazardous or inflammable nature or capable of causing damage or injury to any other goods, or to any persons, or animals with which, or to any store, vessel, vehicles, wagon, van, aircraft or other conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored or which are liquid or partly liquid form, and additional freight charges shall be paid on such goods if necessary.
9. Insurance of goods, parcels, packages, freights or cases etc. or the cases thereof will not be effected by the Carrier to the benefit of the Consignor except with his express instruction in writing and then only at his expense and on lodgement of a declaration as to value prior to collection.
10. All goods to be forwarded shall be subject and liable in every respect to all terms, conditions and requirements which may be imposed by any highway, port, harbour, dock railway, shipping, airways, or any other Public Authority or Government Department or Officer and any additional expense or charges arising by reason of such terms and conditions or requirements shall be paid by the Consignor.
11. Unless otherwise expressed or agreed in writing no responsibility will be accepted by the Carrier for any loss of or damage to or mis-delivery or non-delivery of goods, parcels, packages, freights, cases or containers or the contents thereof either in transit or in storage for any reason whatsoever.
12. The Carrier shall not be under any liability for consequential loss or damage sustained by the Consignor or any other person arising from the late delivery or mis-delivery of the goods however caused.
13. The Consignor guarantees to the Carrier the accuracy of the particulars which are inserted herein and he shall indemnify the Carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars.
14. In respect of any clause herein which excludes or in any way limits the liability of the Carrier in respect of this carriage of goods the Carrier in addition to acting for him/herself is acting

as agent of and trustee for each of his servants and also any other person or company with whom the Carrier may arrange for the carriage of the goods and the servants of such person or company so that his/her servants and such person or company and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if insofar as may be necessary to give effect to this clause the Carrier shall hold the benefit of these conditions for his/her servants and for any such person or company and his/her or its servants.

15. It is specially agreed that all the rights, immunities and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of carriage shall continue to have their full force and effect in all circumstances and not withstanding any breach of the contract thereof by the Carrier.
16. It is agreed that the person delivery any goods to the Carrier for carriage or forwarding is authorised to sign this consignment note for the Consignor.