



Terms and Conditions of Cartage & Storage

1. Unless otherwise agreed in writing, goods are carried at limited carrier's risk pursuant to the Carriage of Goods Act 1979, and liability is limited to \$1,500.00 (including GST) per unit of goods, with the further limitation that the maximum liability for any one load is \$250,000.00 (including GST)
2. Subject to clause 1, the company will not be liable for any damage to or loss of property, whether caused or arising as a result of the negligence of the company or its drivers or otherwise, including but not limited to damage to private property, footpaths, drains and driveways, nor shall the company be liable for any consequential or indirect loss or consequences of delay in delivery.
3. No liability is accepted unless the claim is in writing and is brought to the company's attention within 28 days from delivery.
4. Claims will not be accepted where the contents or the condition of the contents of the load are unknown except where there are signs of outside packaging damage.
5. Where goods are carried on the basis that the freight charges are to be paid by the consignee, then the consignor indemnifies the company for such freight charges in the event of non-payment by the consignee.
6. The company undertakes the delivery based on the information provided by the customer. Should any of the information be inaccurate, such as the weights or measurements of the load, resulting in additional costs, such costs will be charged to the customer and such costs will be accepted by the customer. The company reserves the right to check the accuracy of the weights and/or measurements of any particular load.
7. The company reserves the right to refuse the carriage of goods at any time. Dangerous goods will be carried only if the correct Dangerous Goods documentation and packaging are in order.
8. Where the driver is required to leave the road or causeway and the vehicle becomes stuck or otherwise incapacitated, the customer will be liable for all costs associated

with the recovery and salvage of the vehicle.

9. All cartage hourly rate charges are from depot to depot.
10. All cartage and storage charges quoted are GST exclusive.
11. Insurance of all goods carried or stored is the sole responsibility of the owner.
12. All storage charges must be paid in full before the goods are released.
13. The company shall have a particular and general lien on all goods in its possession for all sums due at any time from the customer or owner. On giving 28 days notice in writing, the company shall be entitled to sell or dispose of such goods and apply the proceeds in or towards payment of such sums.
14. All invoices are due for payment in full on or before the 20th of the month following invoicing for monthly accounts, and within 7 days following invoicing for weekly accounts.



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