CREDIT CARD AUTHORITY

Please tick the appropriate box and complete the other details.

Bankcard ☐ VISA ☐ MASTERCARD ☐

Please charge my credit card with Amount of $

CARDHOLDERS NAME:_____

CARD NUMBER: ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐

Expiry Date:_____ Signature:_____

TERMS = 7 DAYS

Direct Deposit Information:

Westpac Glenelg

BSB: 035 - 034

Account Number: 411449

For Credit of:

J.G. Goldner Pty Ltd

CONDITIONS OF CARRIAGE

THE FOLLOWING CONDITIONS APPLY TO ALL CONTRACTS FOR CARRIAGE OF GOODS IN WHICH J.G. GOLDNER PTY LTD ABN 96 007 700 834, ACTS AS A CARRIER. THE PLACING OF ANY ORDER BY A CONSIGNOR WITH CARRIER OF GOODS (WHICH IF ACCEPTED BY THE CARRIER) SHALL CONSTITUTE ASSENT BY THAT CONSIGNOR TO BE BOUND BY THE CONDITIONS HEREIN.

1. In these Conditions "Carrier' shall mean J.G. Goldner Pty Ltd, ABN 96 007 700 834 and its subsidiary companies, it's servants and agents and, where the context requires, its subcontractors "Consignor" shall mean the person, firm, body, corporation or company who places an order with the Carrier for the carriage of the Goods. "Subcontractor" shall mean and include: (a) Railways operated by the Commonwealth or any State or Territory thereof or by any other party; (b) air transport services operated by any party; (c) any other person, firm, body corporate or company with whom the Carrier may arrange the carriage of Goods; and (d) any person who is now or hereafter a servant, agent, employee or subcontractor of any of the persons or utilities referred to in (a) (b) or (c) above. "Goods" mean the goods, which are subject of this Contract and shall include livestock of every description and any other incidental items or accessories with them. 'Carriage' shall mean where the contexts permits the dispatch, pick-up, carriage, transportation, storage, consignment, delivery, agistment, resting, temporary depasturing, livery, or any other service performed by the carrier in relation to the Goods. The same meaning shall be attributed to the words "Carry" and "Carried" when used in this contract.
2. THE CARRIER IS NOT A COMMON CARRIER and will accept no liability as such. All Goods are carried by the carrier subject only to these Conditions and the Carrier reserves the right to refuse the carriage of Goods for any person, firm, body corporation or company and the carriage of any class of Goods at its discretion without signing any reason therefore.
3. The Carrier reserves the right at its absolute discretion to the carry Goods by any route it sees fit and either alone or with Goods belonging to any other person, firm, body, corporation or company. The Carrier in its absolute discretion and without assigning any reason therefore, may deviate from or alter, at any time the route chosen by it for the carriage of the Goods. The Consignor hereby authorise any deviation(s) or alteration(s) which shall be deemed necessary and reasonable in the circumstances
4. The Carrier reserves the right at its absolute discretion to carry the Goods in any manner and by any means or methods as it thinks fit. The Carrier at its absolute discretion and without assigning any reason therefore may alter at any time the manner, means or method chosen by it for the carriage of the Goods. The Consignor authorises any such alteration(s) which shall be deemed necessary and reasonable in the circumstances PROVIDED THAT if the Consignor expressly directs the Carrier to use or adopt or it is expressly agreed that the Carrier will use or adopt a particular manner, method or means of carrying the Goods the Carrier will use its best endeavours to use or adapt the same HOWEVER if that manner, method or means cannot be used or adopted at the date of the planned movement of the Goods for any reason whatsoever, the Consignor hereby authorises the Carrier to carry the Goods by or in an alternative manner method or means as the Carrier thinks fit.
5. The Consignor hereby authorises the Carrier (if it should think fit to do so) to arrange with a Subcontractor or Subcontractors for the carriage of the Goods. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the Goods to such Subcontractor, whether by the Consignor the Carrier or a Subcontractor, and the Subcontractor who accepts delivery shall hereupon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier, The Consignor hereby expressly agrees and acknowledges that insofar as it may be necessary ensure that such Subcontractor or Subcontractors shall be so entitled, the Carrier shall be deemed to enter into this Contract for its own benefit and also as agent for the Subcontractor or Subcontractors.
6. The Goods are at the risk of the Consignor at all times and under no circumstances does the Carrier undertake to insure or arrange for the insurance of the Goods against any insurable risk whatsoever. The Consignor warrants that the Goods are fully insured against all risks which may arise during the Carriage of the Goods and that unless specifically notified to the Carrier in writing prior to the commencement of the Carriage, the Livestock are in good health and condition 7. All goods are carried, transported, stored or agisted at the risk of the cosignor and under no account at the risk of the carrier. The carrier and any sub contractor will not be in any way liable or responsible for any loss or damage directly or indirectly resulting from any damage or injury to, loss, or failure to deliver, misdelivery of or delay in delivery of any goods howsoever caused whether in tort or contact due to the negligence of the carrier, its servants, agents or sub contractors or otherwise.
8. The Consignor is responsible for ensuring that sufficient provision is made for the feeding and watering of any Livestock which comprise the Goods or part thereof during the Carriage of same. The Carrier may (but is not entitled to provide) or arrange for any other party to provide feed and water for any Livestock during the Carriage of same or during any rest stop, agistment or temporary depasturing. The Carrier is not responsible for any loss of or damage to or duration of or illness affecting the Goods arising from the lack of or the provision of food and water.
9. Unless expressly agreed in writing and subject to Condition 24 of this Contact, the Carrier shall not be responsible in tort contract or for any loss of or damage or injury to or deterioration of the Goods or misdelivery or failure to deliver or delay in delivery of the Goods either in transit, storage, agistment, livery or carriage for any reason whatsoever including without limiting the forgoing the negligence, wilful act or default of the Carrier or others and the Consignor hereby indemnities the Carrier accordingly. This Condition shall apply to all such loss of or damage or injury to or deterioration of the Goods or misdelivery or failure to deliver delay in delivery of the Goods as aforesaid whether or not the same occurs in the course of the performance by the Carrier of this Contractor or in the events which would constitute a fundamental breach of contract or a breach of fundamental term hereof
10. In no event shall the Carrier be liable whether in toil or contract or otherwise for any special, consequential, indirect or liquidated damages or losses of any nature whatsoever arising from the Carriage of the Goods or otherwise.
11. The Consignor hereby agrees to indemnify the Carrier in respect of any loss, damage or injury caused to the Carrier or any other person or any property of the Carrier or any other person by the goods during the Carriage thereof and further agrees to indemnify and keep the Carrier indemnified against all damages, actions, claims, suits and demands made by any person in respect of such loss, damage or injury.
12. The Carrier's charges shall be considered earned as soon as the Goods are received into the hands or the Carrier. The Consignor (notwithstanding that it may not he the owner of the Goods) will be and remain responsible to the Carrier for all its proper charges incurred for any reason whatsoever in relation to the Carriage of the Goods. Unless otherwise stipulated by the Carrier, payment in full of charges due to the Carrier shall be made within seven (7) days of the Consignor's receipt of the Carrier's invoice.
13. If the Consignor fails to pay the charges due under the Contract on the due date or on reasonable demand being made in accordance with this Contract, the Carrier may without formal notice to the Consignor or the person, firm, body, corporation or company to whom the goods are being delivered pursuant to this Contract ("the Consignee") recoup any cost/s incurred to recover any outstanding payments due as per these trading terms, and will be the responsibility of the "Consignor" entirely.
14. The Consignor warrants to the Carrier that he or it is either the owner of the Goods or the agent authorised by the owner to deliver the Goods to the Carrier for the carriage thereof and to enter into this Contract or any variation thereof AND by entering into arrangement for the carriage of the Goods the Consignor expressly accepts these conditions of contract for the consignee as well as for all other persons on whose behalf the Consignor is acting
15. The Consignor warrants that any person who places an order with the Carrier for the Carriage of Goods on behalf of the Consignor is authorised to do so by it.
16. The Consignor hereby indemnifies the Carrier against any claims, suits, actions, demand, losses, costs, damages, and expenses incurred by the Carrier arising from a breach of one or both of the warranties contained 13 and/or 14 of this contract.
17. This Contract shall apply to the carriage of the Goods until the Goods are delivered to the address for delivery given to the Carrier by the Consignor
18. The Carrier is authorised to pick up the Goods from the address for collection and to deliver the Goods to the address for delivery given to the Carrier by the Consignor and shall be taken to have delivered the Goods for the purpose of this Contract if, at the said address it obtains from any persons receipt or a signed delivery order or acknowledgement of delivery for the Goods OR the Carrier delivers to the Consignor a certificate in writing signed by a duly authorised representative to the Carrier that the Goods were delivered at the address for the delivery given to the Carrier by the Consignor.
19. It is the responsibility of the Consignor to give the Carrier the correct address for pick up and for delivery and to arrange for a responsible persons to be present at those addresses at the time of pick up and delivery to enable the Carrier to pick up the Goods and make effective delivery and the Carrier shall not be liable for any delay in onward carriage or delivery or loss or damage resulting from the Consignor's failure to comply with this condition.
20. In the event that the Consignor or a representative of the Consignor, subsequent to despatch of the Goods, directs the Carrier to deliver the Goods to an address ("the amended address") which is not the address for delivery originally given to the Carrier by the Consignor ("the original address"), the Carrier will use its best endeavours to have Goods redirected to the amended address HOWEVER the Carrier does not promise that it will be able to redirect the Goods and is not responsible for any delay that may be caused by such redirection. If the Goods cannot be redirected and are delivered to the original address, the Carrier accepts no responsibility for arranging the carriage of the Goods from the original address to the amended address.
21. The Consignor shall comply with all the relevant laws, customs, and regulations of the Commonwealth of Australia and any State or Territory therefore and if the Goods are to be exported, the country to which the Goods are to be exported, in relation to the preparation or handling of the Goods for carriage and shall furnish all information and provide all notices and documents in connection with the Goods as they be necessary to comply with such laws, customs and regulations. The Carrier accepts no responsibility for any damage, loss or expense incurred due to the Consignor's failure to comply with such laws, customs and regulations.
22. The Carrier shall not be held liable for its failure to comply with any of the terms and conditions of this Contract caused solely by fire, strike, war, insurrection, government restrictions, riots, acts of God, acts of third parties or other causes beyond its control and without its fault HOWEVER it shall use its best endeavour to cure such default and no company with the terms and conditions of this Contract as quickly as possible.
23. If the Goods are not accepted for delivery when tendered; the Carrier may hold the Goods as bailee and shall be entitled to storage fees at normal rates charged by the carrier AND as bailee shall not be under any liability for any loss of or damage of the Goods howsoever caused, OR at its discretion. the Carrier may return the Goods to the Consignor at the cost and risk of the Consignor.
24. Without derogating from Conditions 6 to 9 (inclusive) of this Contract, it is expressly agreed that all the fights, warranties, indemnities, exemption from and limitations of liability granted to the Carrier by the provisions of this Contract shall have and continue to have their full force and effort in all circumstances, whether or not the same occur in the course of performance by the Carrier of the Contract or any within the contemplation of the Carrier andlor the Consignor or arc foreseeable by them or either of them or would constitute a fundamental breach of contract or a breach of a fundamental term hereof.
25. Not withstanding anything herein contained, the Carrier shall be bound by any implied warranty under the Trade Practices Act (Commonwealth) of 1974 or the Fair Trading Act (NSW) 1997 and any similar relevant legislation but only to the extent that such Act is applicable to this Contract and prevents the exclusion, restriction or modification of that warranty and subject to the exceptions contained in that Act, in such case, the liability of the Carrier is limited to the supplying of its services again or the payment of the cost of having the service supplied again, as determined by the Carrier.
26. This Contract shall be governed in all respects by and construed according to the law of the State of New South Wales and the parties hereto hereby agree to submit to the jurisdiction of the Courts of the said State.
27. No purported variation or modification of this Contract shall have any effect unless in writing signed by an executive officer of the Carrier. It is acknowledged by the parties in this Contract that these conditions and any lawful variation thereof shall constitute the entire agreement between the parties.
28. "In Writing" for the purposes of this Contract shall mean by way of letter, fax or telegram sent to the last known business address of the receiving party. 29. Words importing the singular number or plural number when used in this Contract shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.
29. Minimum statement charge $20.