

Please read the following conditions carefully in their entirety.  
You will be bound by these conditions if we carry or store goods for you.

The customer warrants that:

- Insurance shall be their sole responsibility.
- The carrier "BLRT" relies on the detail of description, pallet space, quantity, weight and value supplied by the customer but does not admit their accuracy.
- When delivering mixed goods, dry and chilled goods must be on a separate pallet from frozen goods.
- Goods requiring temperature control, have been provided with a written notice to the Carrier "BLRT" of the temperature range to be maintained.
- The carrier "BLRT" is not responsible for any loss or damage in respect of the goods when packed by the customer.
- Safe and clear access/ egress to deliver goods at the intended destination is provided. This ensures a smooth delivery process and helps keep both our drivers and your property safe and at temperature.

### 1. Definitions

- 1.1 NMV Transport, trading as Blue Lake Refrigerated Transport hereinafter referred to as "the Carrier" which expression will be deemed to include its servants, agents, and sub-contractors.
- 1.2 "Customer" means the owner or person having the legal entitlement to the goods being carried or stored or the person authorised by the owner of the goods to contract with the Carrier pursuant to these terms and condition of service.
- 1.3 "Charges" means the charge quoted from time to time and levied by the Carrier for the service.
- 1.4 "Subcontractor" means any person or entity engaged by the Carrier to provide the service and any servant, agent, employee or subcontractor of such person or entity.
- 1.5 "Service" means the carriage and storage of goods and any other service undertaken by the Carrier for and at the request of the Customer.

### 2. Trading Agreement

- 2.1 The Customer agrees that the services will be provided by the Carrier according to these terms and conditions and acknowledges that the Customer understands each and all the terms and conditions herein and agrees to be bound by them.
- 2.2 Once accepted by the Customer, these terms and conditions are irrevocable and can be amended, altered, rescinded with the written permission of the Carrier.
- 2.3 These terms and conditions are to be read in conjunction with any consignment note, quotation, agreement or other document issues by the Carrier. In the event of any inconsistency between such documents these terms and conditions shall prevail.

### 3. Cartage and Storage of Goods

- 3.1 NMV Transport trading as Blue Lake Refrigerated Transport is not a common carrier and will accept no liability as such.
- 3.2 It is agreed that the person delivering any goods to the Carrier for carriage by road is authorised to sign the Consignment Note for the Consignor and in any event is authorised to accept and does accept these conditions.
- 3.3 The Carrier reserves the right to refuse the carriage of transport or storage of goods for any person and the carriage of transport and storage of any class of goods at its discretion. The carriage and storage of goods and the provision of other services are performed by the Carrier subject only to these terms and conditions.
- 3.4 The carrier relies on the details of description, pallet space, quantity, weight and value supplied by the customer but does not admit their accuracy
- 3.5 The Customer agrees that the Carrier may arrange and engage any subcontractor for the carriage and storage of goods and any other services performed pursuant to this contract. The Customer agrees that such Sub-contractor shall be entitles to the full benefit of these terms and conditions and without limiting the effect thereof, the exclusions and limitations contained herein.
- 3.6 The Customer authorises the Carrier at its absolute discretion:
  - To handle, carry or store the goods by any method as it sees fit.
  - To carry the goods by any route and make any deviation from any normally accepted route as it sees fit.
  - To deposit or store the goods and levy appropriate charges for such storage as it sees fit, in the event that the customer or its agent fails to take delivery of the goods at the place of delivery.
- 3.7 Where the goods have been packed or packaged by the customer, its servant or agent the Carrier will not be liable for any loss or damage to the goods caused by:
  - The manner or means whereby the goods have been packed.
  - The unsuitability, defect or damage to the container or packaging in which the goods have been placed.The Customer indemnifies the Carrier against any such loss.

### 4. Frozen Storage (Long Term)

- 4.1 Goods requiring temperature control, have been provided with a written notice to the Carrier of the temperature range to be maintained.
- 4.2 Goods are received into cold store and checked for quantity, quality and temperature at time of arrival.
- 4.3 All goods and/or packages shall be clearly and distinctively and indelibly branded.
- 4.4 The goods will be stored in bulk or in assorted lots in chiller or freezer at the discretion of the Carrier.
- 4.5 All goods shall be tallied into the cold store. If the customer or his representative is not present at the time of receipt, the Carrier's tally shall be accepted as final.

- 4.6 The Carrier may at its discretion act upon instructions received from the person in whose name the goods are stored or from the beneficial owner or mortgagee of the goods. In case of partnership or joint ownership each co-owner shall be deemed to have authority to bind all co-owners. Liability of those responsible (including the beneficial owner and mortgagee) shall be joint and several.
- 4.7 GOODS ARE STORED AT CUSTOMER SOLE RISK; INSURANCE SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY.
- 4.8 The customer warrants:
- That the goods stored are owned by the Customer and that the Customer has full right and authority to store the same with said Carrier.
  - That the goods are and will remain free of any deleterious matter or odour which may prejudicially affect any other goods in cold store.
- 4.9 The Carrier shall not be liable for;
- Any loss injury, or damage in respect of the goods stored whether by way of destruction, fire, theft, storm, flood, tempest or water or for negligence or alleged negligence or any act or omission of the Carrier or its servants or agents or from any other cause whatsoever; and without prejudice to the generality of the foregoing the Carrier shall not be liable for;
  - Any loss injury or damage suffered by non-delivery or delayed delivery of the goods stored; or
  - Any loss, injury or damage resulting from or contributed to by chilling, freezing or storage of goods or contact with or proximity to other goods or variations in or wrong temperatures sweating evaporation, leakage breakage shrinkage deterioration fermentation wasting decay putrefaction contamination vermin strikes, lockouts, shortage of labour defect in or breakdown of plant or premises or resulting from or contributed to by any circumstances beyond the reasonable control of the Carrier: or
  - Any loss or damage caused, contributed to by the Carrier not using labour machinery or plant the use of which in its absolute discretion considered might precipitate or aggravate or a strike or entail risk to the goods or business of the Carrier or to any one or more of its customers.
  - The Customer shall keep the Carrier informed from time to time of any change of ownership or address.
- 4.10 Notices to the Customer may be given to the person in whose name the goods are for the time being stored and any notice so given shall be regarded as due notice to the Customer but notice to such person or to a beneficial owner or mortgagee shall be deemed to be notice to the Customer. Notices may be given orally or by memorandum in writing, emailed or delivered personally or posted to the address recorded in the Customers records or at his address last known to the Carrier.
- 4.11 Goods are stored during the pleasure of the Carrier and shall be removed, the relative receipt and warranty surrendered, and all storage charges paid by the Customer, if and when required by the Carrier. The Carrier may at any time or without notice and at the Customers expense remove and if thought fit sell or destroy:
- All or part of any of the goods which in the opinion of the Carrier shall be or become deteriorated objectionable or unwholesome or a source of danger or contamination, and
  - All or any goods which the Customer has been called upon by the Carrier to remove within a specified time and which the Customer has failed to remove within that time, and
  - All or any goods over which the Carrier shall have a general lien under *Condition 5.4* hereof and in respect of which the Carrier has called upon the Customer to pay all charges on goods covered by such general lien within a specified time and the Customer has failed to pay all such charges within that time.
- 4.12 The Customer shall be deemed to have received in good order and condition from the Carrier's cold store all goods comprised herein and in any order pursuant to which delivery purports to be made unless notice in writing to the contrary, specifying details, be given by the Customer to the Carrier within 24 hours of such delivery.
- 4.13 The responsibility of the Carrier in outward deliveries ceases to exist when goods are received, docket signed at the intended destination, and any charges arising thereafter due to any cause whatsoever are the responsibility of the Customer of the goods; if the goods are returned to the Carriers cold store appropriate charges shall be made in accordance with the condition of the goods.
- 4.14 An Inwards receipt shall not constitute a document of title to goods or be negotiable nor shall any right of the Customer thereunder be assignable. The Carrier shall not be bound to recognise any person other than the person recorder as the Customer as the owner of the goods as having any interest in them.

## 5. Charges and Payments

- 5.1 Carriage charges shall be deemed earned and payable, when goods have been loaded for carriage and despatched.
- 5.2 Warehouse and cold storage charges shall be deemed earned and payable at time goods are received into cold storage.
- 5.3 The customer shall be liable for all weekly cold storage and warehouse charges payable when goods are first received into cold storage and weekly thereafter up to time of delivery from the cold store (including day of delivery) or as provided in the Carriers schedule of charges. All charges shall be payable upon demand and before removal of goods.
- 5.4 The Carrier will apply the rates of storage contained in the current schedule of storage charges which shall be subject to alteration from time to time as the Carrier may see fit.
- 5.5 All carriage and storage charges for any other services performed, are payable in any event, notwithstanding any loss, damage or failure to deliver the goods.
- 5.6 The customer will remain responsible for the payment of all charges due to the Carrier and shall not be entitled in any circumstances, to setoff, reduce, limit or otherwise deduct any monies payable to the Carrier pursuant to these terms and conditions.
- 5.7 The customer will agree to pay within 7-days from receiving an invoice or in accordance with the credit terms agreed upon between the Customer and the Carrier from time to time.
- 5.8 Where the Customer fails to pay any monies due to the Carrier in accordance with these terms and conditions the Carrier may retain and/or sell the goods without notice and apply from the proceeds of sale, all monies due to the Carrier and ancillary costs incurred in the recovery of the debt.

- 5.9 The Carrier may charge freight by weight, measurement or value, and may at any time weigh or revalue or remeasure or require the goods to be reweighed, revalued or remeasured and charge proportional additional freight accordingly.
- 5.10 A charge will be made by the Carrier in respect of any delay in excess of thirty minutes in loading or unloading occurring other than from the default of the Carrier, such permissible delay, commencing upon the Carrier reporting for loading or unloading labour for which purpose being the responsibility and the expense of the Consignor or Consignee.
- 5.11 Under no circumstances will any payment for freight be refunded.

#### **6. Exclusion of Liability and Warranties**

- 6.1 Unless otherwise expressed or agreed in writing the Carrier SHALL NOT BE UNDER ANY LIABILITY for loss of or damage caused in the process of loading or unloading, or in transit, or mis delivery, theft, delay in delivery, concealed damage, deterioration, evaporation, non-delivery of goods or goods held in their care, custody or control or any consequential loss arising there-from caused by the negligence of the Carrier or by any other cause regardless of whether there has been any deviation from any agreed or customary route of carriage or change in the place of storage.”
- 6.2 The exclusion from liability contained herein extends to any loss, damage or injury to any person or property occurring during or resulting from the performance or purported performance of or want performance or breach of contract howsoever caused including but not limited to any negligence, recklessness or wilful conduct of the Carrier.
- 6.3 The Customer warrants to the Carrier that the Customer is either the owner or the authorised agent of the goods that is the subject of the services to be performed under this agreement and that by entering into this agreement the Customer accept these terms and conditions on its own behalf and on behalf of any other person having an interest in the goods. The customer warrants that it will comply with the provision of all statutes, regulations, bylaws and any other statutory instruments and standards that may be applicable to the service.
- 6.5 The Customer warrants that in those circumstances where a consignment note, freight note, warehouse slip or any other document relating to the services, is issued to the Carrier, the person issuing such document is authorised to provide delivery of the goods and is authorised to sign any such document on behalf of the Customer or any other person having an interest in the goods.
- 6.6 Insurance of goods will not be affected for the benefit of the Consignor except upon their written instructions and then only at their expense.
- 6.7 The Customer warrants to the Carrier safe access and egress to deliver goods at the intended destination.

#### **7. Customer Obligations**

- 7.1 The Customer warrants to the Carrier that the Customer is either the owner or the authorised agent of the goods that is the subject of the services to be performed under this agreement and that by entering onto this agreement the Customer accept these terms and conditions on its own behalf and on behalf of any other person having an interest in the goods.
- 7.2 The customer warrants that it will comply with the provision of all statutes, regulations, bylaws and any other statutory instruments and standards that may be applicable to the service.
- 7.3 The Customer warrants that in those circumstances where a consignment note, freight note, warehouse slip or any other document relating to the services, is issued to the Carrier, the person issuing such document is authorised to provide delivery of the goods and is authorised to sign any such document on behalf of the Customer or any other person having an interest in the goods.
- 7.4 Insurance of goods will not be affected for the benefit of the Consignor except upon their written instructions and then only at their expense.
- 7.5 The Customer warrants to the Carrier safe access and egress to deliver goods at the intended destination.
- 7.6 The Customer will ensure to the Carrier appropriate cold store space for the delivery of goods at the intended destination. (The Carrier is NOT responsible for re-sorting customers cold store for delivered goods).**

#### **8. Privacy Act – Acknowledgement and Consent**

- 8.1 The Customer hereby authorises the Carrier to:
- Obtain commercial credit information regarding the Customer from any reporting agency.
  - Obtain any business information regarding the Customer and its Director’s commercial activities.
  - Give and obtain from credit providers all information regarding the Customer’s and its Director’s credit arrangements.
- 8.2 The Customer acknowledges and consents to the Carrier providing information of the type identified in Section 18E of the Privacy Act in relation to the Customer and its Directors.

#### **9. General**

- 9.1 Wheresoever this Consignment Note may have been issued these conditions shall be governed and construed in accordance with the laws of the State of South Australia and any proceedings against the carrier shall be brought in the State of South Australia.
- 9.2 The Carrier reserves the right to review these terms and conditions at any time and any change amendment to these terms and conditions will take effect from the date on which the change or amendment is notified to the customer.