

STANDARD CONDITIONS OF CONTRACT

“SJSanders” means S.J.Sanders Pty Ltd (ACN 074 002 163) and includes its Sub-Contractors and servants and agents of SJSanders and its Sub-Contractors.

“Customer” means the person or entity named as customer on the Application for Credit made to SJSanders and includes all Company Directors as Guarantors. If there is no Application for Credit “Customer” means the person or entity requesting the consignment of goods.

Payment

1. The Customer is responsible to SJSanders for all its proper charges (including all administrative charges levied by SJSanders, which include but are not limited to fees for fuel levies, road taxes, account, service fees, photocopying, postage, collection fees, overdue fees and any other costs, expenses and charges incurred by SJSanders for the Customer) and for other services, facilities and resources provided by SJSanders to the Customer, except where the Consignment Note states that the charges are payable by the Consignee.
Current rates of administrative charges are published on the Internet at www.SJSandersPtyLtd.com or may be obtained from SJSanders upon request.
2. Each transaction between SJSanders and the Customer forms part of a running account between SJSanders and the Customer.
3. The Customer must pay to SJSanders the full amount of all invoiced amounts within 7 days (or as otherwise agreed to by SJSanders) of the date of each invoice.
4. SJSanders will add an account service fee to each invoice.

Default

5. If the Customer defaults in paying any invoiced amount:
 - 5.1 the Customer must pay interest at the rate published from time to time on SJSanders Internet site on the unpaid amount, calculated from the day the amount became payable to the date of payment, and
 - 5.2 SJSanders will add an overdue fee to the unpaid amount, and
The unpaid amount together with interest and overdue fees and any other expenses becomes a debt due by the Customer to SJSanders for which SJSanders can sue, and the Customer must pay the cost of any such legal action.
6. If the Customer defaults in paying any invoiced amount, SJSanders is entitled to:
 - 6.1 retain possession of any of the Customer's goods, and
 - 6.2 enter any premises, by force if necessary, at which goods carried by SJSanders for the Customer are stored, and re-take possession of the goods, and to sell the goods by auction or private treaty, and from the proceeds of sale to meet the unpaid amount due by the Customer to SJSanders, the expenses of the detention and sale and to pay the surplus (if any) to the party entitled to the surplus.
7. The Customer indemnifies SJSanders against any claim made by the owner of such property for any damage caused by the entry and taking possession of the goods.

Pricing

8. SJSanders reserves the right to review the quoted rates in the event of increases or decreases in costs arising from variations to Award wages and conditions or from variations in or introductions of laws or regulations affecting transport costs or any other changes which affect transport costs.
9. Quoted rates only apply when charged to the Customer's account. “Freight on” consignments are charged to the Consignee at SJSanders scheduled rates current at the time of dispatch. A schedule of current rates may be obtained from SJSanders upon request. If the consignee fails to pay SJSanders the invoiced charges within the time specified on the invoice, the Customer will pay those charges to SJSanders.
10. If the Customer requires delivery to any destination not covered in the quotation, the charge will be at SJSanders scheduled rates as at the date of the contract.
11. Standard Cubic Content allowance is 3.00 cubic metres per tonne deadweight.
12. If the Customer ceases to trade with SJSanders for a period of three months, SJSanders may withdraw the quoted rates without notice to the Customer.

Carriage of goods

13. SJSanders accepts the goods for carriage subject to a general lien for all charges due or which may become due to SJSanders by the Customer.
14. Freight is considered earned when SJSanders accepts goods from the Customer for carriage, and no refund will be made if the goods are damaged or are not delivered.
15. Any person delivering the goods to SJSanders for carriage is deemed to have authority to sign the Consignment Note for the Customer.
16. If the Customer requires SJSanders to pick up goods on the Customer's behalf from a third party, any receipt that SJSanders gives to the third party upon pick-up is only a record of the fact that the pick-up has occurred, and does not constitute any confirmation as to the quality of condition of the goods.
17. The Customer is responsible for ensuring that containers, packaging and pallets conform to the requirements of the Consignee, and will reimburse SJSanders for any expenses incurred by SJSanders arising from any failure to conform.
18. If SJSanders cannot deliver the goods to the address given by the Customer, SJSanders may return the goods to the Customer or store the goods, in either case at the risk and expense of the Customer.
19. SJSanders may engage agents to carry or store goods for SJSanders.

Conditions of Cartage

20. **SJSANDERS IS NOT A COMMON CARRIER.** This means that SJSanders is entitled to refuse to carry goods for the Customer, and is not liable to the same as a common carrier.
21. All goods are carried or stored at the risk of the Customer. SJSanders is not responsible either in contract or tort for any loss of or damage to goods or misdelivery or failure to deliver or delay in delivery of goods for any reason whatsoever, whether negligent or otherwise.
22. SJSanders is not liable either in tort or contract for any loss, damage or injury of any kind which occurs during the carriage or storage of the goods by SJSanders.
23. If any act prevents SJSanders from excluding liability, liability is not excluded, but is limited to the resupply of the service or the cost of resupplying the service. SJSanders is not liable unless the Customer makes a claim within 21 days after delivery has been made or ought to have been made in the normal course of business.
24. SJSanders is authorized to deliver the goods at the address given to SJSanders by the Customer for the purpose and it is expressly agreed that SJSanders shall be taken to have delivered the goods in accordance with this contract if at that address it obtains from any person a receipt or signed delivery docket of the goods.

Insurance

25. SJSanders may arrange insurance of the Customer's goods on behalf of the Customer, at the Customer's request and at the Customer's expense.
26. Goods carried by SJSanders are not insured unless specifically stated on the quotation and insurance classes and premiums have been agreed on between the Customer and SJSanders. The Customer may only select insurance on the face of the Consignment Note if an insurance agreement is in place between SJSanders and the Customer

Ownership of Goods

27. The Customer warrants to SJSanders that the Customer is the owner of all goods carried by SJSanders for the Customer.
28. The Customer must declare on the consignment note any hazardous goods included in the consignment and their class, packing group and identification number.
29. The Customer must provide shipping documents for hazardous goods, for attachment to the consignment note.
30. The Customer warrants that the consignment, except as shown on the face of the consignment note does not contain any explosive, volatile spirits or other cargo of a dangerous, flammable or offensive nature or cargo of which would be illegal or damage which SJSanders may incur as a result of or arising out of the Customer's failure to comply with this warranty.

Pallets

31. Pallets are part of the consignment and are assessed as being 50 kilograms per pallet. SJSanders will add pallet weight to the stated weight of the consignment unless the Customer has expressly included the weight.
32. All pallet documentation must be received by Chep or Loscam within fourteen days of the effective date of transfer. Failure to do so will result in the transfer being rejected in the transfer being rejected by SJSanders.
33. The Customer is responsible for the de-hiring, exchanging or transfer of all pallets, pallet cages, stillages and other containers or packing, unless prior arrangement are made by SJSanders.

Waiting Time

34. SJSanders may charge the Customer for waiting time in respect of any delay of any more than 30 minutes, in loading or unloading the goods, or after the original time slot, occurring other than from the default of SJSanders. Charges for waiting time are published on the SJSanders internet site.

Proof of Delivery

35. SJSanders may charge a fee for providing proof of delivery documentation, at rates published on the SJSanders internet site. SJSanders will provide such documentation free of charge to Customers who have not been granted on-line access, provided that the Customer makes the request within 45 days after delivery.

Goods and Services Tax

36. Goods and Services tax at the prevailing rate will be added to all charges made by SJSanders.

Applicable Law

37. The law of Queensland applies to all dealings between the Customer and SJSanders, and SJSanders may bring any legal action arising out of any such contract in a Queensland Court.