



Aviana Pty Ltd t/as Rod Pilon Transport
ABN: 32 166 392 636
www.rodpilontransport.com.au

Conditions of Cartage

- 1.** Aviana Pty Ltd, trading as Rod Pilon Transport ("RPT"), reserves the right to refuse the carriage of any class of goods at its unfettered discretion.
- 2.** RPT is not a Common Carrier as defined in the Common Carriers Act 1902 No.48 (NSW) and will accept no liability as such. All Goods of the Consignor that are carried, stored, handled or otherwise in possession of RPT or Services performed by RPT pursuant to the Trading Agreement signed by RPT and the Consignor or the Terms and Conditions available on the website of RPT being www.rodpilontransport.com.au. The Consignor warrants that they have either signed a Trading Agreement with RPT and/or read the terms and conditions on the said website and agree to be bound thereto.
- 3.** Unless otherwise expressly agreed in writing, to the fullest extent permitted by law, no responsibility either in tort, contract or otherwise will be accepted by RPT for any loss of, damage to, misdelivery or non-delivery of the goods or any other property of the Consignor either in transit, storage or otherwise in possession of RPT which occurs for any reason whatsoever including but not limited to Force Majeure, breakage and/or insufficient packaging and any such loss, damage or delay shall be at the sole risk and responsibility of the Consignor.
- 4.** The person signing this Consignment Note hereby warrants that they are authorised to sign this any Consignment Note for the Consignor.
- 5.** The Consignor expressly warrants the Consignor is either the owner of the Goods or the authorized agent of the owner of the Goods or any other property the subject matter of this Agreement and/or has the power to transfer all right title and interest in the Goods to RPT and hereby fully indemnifies and holds harmless RPT against any claim by any other Person or entity in respect of the Goods.

Lot 21 Mitchell Highway (P.O.Box 971) Dubbo NSW 2830
Telephone: 02 6882 0400 ~ Facsimile: 02 6884 1869
Email: enquiries@rodpilontransport.com.au



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- 6.** The Consignor hereby grants to RPT a Security Interest deemed for the purposes of the Personal Properties Securities Act 2009 (Cth) in respect of the Goods as security for payment for all charges due to RPT in respect of any Services tendered by RPT or any other charges or amounts due to RPT by the Consignor pursuant to any other contract or agreement between the Consignor and RPT.
- 7.** The Consignor will be and remain responsible and liable to RPT for all proper charges incurred by RPT for any reason. If, upon reasonable demand being made by RPT the Consignor fail to pay such charges or any amount due to RPT, RPT may detain and sell all or any of the Goods of the Consignor which are in possession of RPT and out of the monies arising from such sale retain amounts and charges so payable and all charges and expenses relating to the detention and sale of any Goods in the possession of the Consignor. RPT shall then pay the surplus, if any, of the monies arising from the sale and/or provide the portion of such of the Goods as remain unsold to the person entitled thereto. Any such sale shall not prejudice or effect charges due or payable in respect of such services or the said detention and sale. For these purposes the parties agree that RPT is deemed to have a security interest in respect of the Goods.
- 8.** The Consignor warrant that the Goods are not subject to any prior Security Interest which may rank in priority to the Security Interest in the Goods granted to RPT and hereby fully indemnifies and holds harmless RPT against any claim by any other person or entity in respect of the Goods, or any loss or damage incurred by RPT resultant of a breach of this warranty.
- 9.** The Consignor hereby authorises RPT to arrange for the carriage of any Goods or the performance of any Service to be undertaken by any Sub-contractor or other third party as determined appropriate by RPT at its unfettered discretion. Any such agreement shall be deemed to be ratified by the



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Consignor upon delivery of the said Goods to such Sub-contractor or third party.

- 10.** The Consignor will not require RPT to transport, store or take custody of any explosive, inflammable or otherwise dangerous Goods (as determined by RPT in its unfettered discretion) whether such danger is caused by the nature of Goods, damage to such Goods or insufficiently or improperly packed Goods without giving to RPT a full written description of those Goods, their condition, state of packaging, risks and instructions for care and handling. In the event of default of this clause, the Consignor accepts full liability for all loss or damage caused to RPT or any other party and hereby indemnifies RPT from any claim, action, suit or loss caused either directly or indirectly as a result of the breach of this clause. If in the sole discretion of RPT any Goods are, or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature, such Goods may at any time be destroyed, disposed of, abandoned or rendered harmless by RPT at the cost of the Consignor and without compensation to the Consignor and without prejudice to RPT's right to any charge hereunder. The Consignor must pay to RPT full compensation for any additional costs, expenses or loss that might be incurred by RPT for disposal.
- 11.** The Consignor warrants to RPT that all of the Goods will be packed in a manner required by all applicable laws and adequate to withstand the ordinary risks of the carriage having regard to the nature of the Goods. The Consignor fully indemnifies and holds harmless RPT from any claim, action, suit or loss caused either directly or indirectly as a result of the breach of the warranties contained within the clause.
- 12.** We do not provide insurance coverage of any kind. Insurance will be your sole responsibility. Insurance will not be arranged by us. We will be under



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no liability whatsoever for the adequacy of the insurance or your failure to arrange insurance.

- 13.** RPT will not be liable to the Consignor or any other entity in respect of any delay in loading or unloading of Goods occurring other than from the default of RPT. The Consignor shall be responsible and liable to RPT for any loss incurred by RPT as a result of any delay caused by the Consignor or any agent, contractor or employee of the Consignor or any person or entity designated as responsible for loading or unloading the Goods.
- 14.** The Consignor shall be liable to RPT for all charges for freight, loading or unloading of the vehicle or otherwise incurred by RPT as soon as such charges are incurred by RPT. The Consignor must pay all such charges levied by RPT within 30 days from the end of the month in which the Services are provided by RPT. In addition to the aforementioned charges, RPT may, in its sole discretion, require the Consignor to pay a levy or fee to cover rises in consumable costs incurred by RPT that are outside of the control of RPT such as, but not limited to tolls, government charges, fuel, oil inflation and the like.
- 15.** Notwithstanding any condition herein or limiting or excluding our liability, where the contract involves the transportation and/or storage of the Goods otherwise than for the purpose of a business, trade, profession or occupation carried on or engaged in by the person for whom the Goods are transported, the contract shall be subject to the guarantees implied under the Competition and Consumer Act 2010 and the Australian Consumer Law and in particular the guarantee that such transportation and storage will be rendered with due care and skill.
- 16.** Every employee, servant, agent or subcontractor of the RPT shall have the benefit of all provisions herein benefiting the RPT as if such provisions were expressly for its benefit, and in entering into this contract, the RPT, to the



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extent of these provisions, does so not only on its own behalf, but also as agent and trustee for such parties.

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