

CONDITIONS OF CARRIAGE

1. Johns Marine Transport Pty Ltd (hereinafter referred to as 'The Carrier') which expression shall include its servants, agents and subcontractors is NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of goods for any person, corporation or company and the carriage or transport of any class of goods at its discretion.

2. The Carrier shall not be under any liability for any loss or damage to or mis-delivery, delay in delivery, or non-delivery of goods held in their care custody or control or any consequential loss arising therefrom however caused. This disclaimer extends to include not only loss of or damage, but loss, damage or injury to any person, property or thing damaged during the movement and to include any loss consequently or otherwise arising from any loss, damage or injury aforesaid.

3. Freight shall be considered earned whether the goods are delivered to the consignee or not and whether damaged or otherwise.

4. Goods may be onforwarded by any means of The Carrier's discretion.

5. The Carrier may arrange for the carriage of goods by an independent contractor or sub-contractor of The Carrier.

6. In respect of any clause herein which excludes or in any way limits the liability of The Carrier in respect of this carriage of goods, The Carrier in addition to acting for himself is acting as an agent of and trustee for each of his servants and person or company so that his servants and such person or company as his or its servants are parties to this contract so necessary to give effect to this clause The Carrier shall hold the benefit of these conditions for his servants and for any such person or company and his or its servants.

7. In respect of contracts made in Queensland these conditions shall be read subject to the carriage of Goods by Land (Carriers Liability) Act 1967 of that State, but except where repugnant to the provisions of that Act shall continue to apply.

8. This contract shall be covered by and construed according to the law of the State of South Australia, and any proceedings against JOHNS MARINE TRANSPORT PTY LTD shall be brought in the State of South Australia only.