

## Terms and Conditions

1. In these conditions and on the consignment note:  
"EAS" means Eastern Air Services Pty Ltd (ABN 66 601 488 242) and EAS contractor means any person who is at any time a servant or agent of EAS (including the pilot and any of the crew of any aircraft owned or operated by EAS, servant or agent of any contractor or includes two or more such persons.  
"Person" includes any person, firm, corporation, government authority or any other body corporate or unincorporate.  
"Freight" means articles, goods and chattels of every description (including the contents of boxes or containers, and also containers other than containers supplied by and returnable to EAS, or any EAS contractor) delivered to and accepted for carriage by or on behalf of EAS under the contract.  
"Container" includes any box, container, crate, case vehicle, tray, flat, stake flat, pallet, packet or receptacle and packaging of every description.  
"Dangerous Goods" means freight which is or is liable to become dangerous, inflammable, explosive, damaging or offensive (including freight liable to damage a container in which it is carried or other freight.)  
"Owner" means and includes the owner or owners of the freight, the consignor, the consignee and any other person who now or hereafter prior to, and /or at the time when the carriage is completed or terminated owns or has any proprietary, contractual or other interest in the freight.  
"Aircraft" includes any aircraft, or any vehicle of conveyance of any description. .
2. EAS is not a common carrier and does not accept the obligations of liability of a common carrier and reserves the right to refuse to carry any articles at its discretion. No EAS contractor has authority under any circumstances to accept freight for carriage other than upon and subject to these conditions of contract and the contract under which the freight is delivered to and accepted by EAS (in these conditions called "the contract") is that contained in and evidenced by the terms and conditions of the consignment note and subject thereto the particulars and instructions furnished by the consignor. No waiver or variation of or addition to the contents hereof, nor any agreement, arrangement or representation of any nature made or purported to be made by EAS or any EAS contractor with regards to freight or the carriage (other than a freight rate or price specially arranged either in writing or verbally, as contemplated in condition 6) shall be recognised or have any effect unless and except to the extent set forth herein or otherwise specially confirmed in writing by EAS.
3. The carrier shall be at liberty to contract or arrange, on any terms, for the whole or any part or parts of the carriage to be performed by any other person or persons and in these conditions any such person is called a "contractor".
4. EAS and EAS contractors may effect the whole or any part or parts of the carriage by any means (including (inter alia) transportation of freight by sea or air as EAS and/or EAS contractors may deem expedient (notwithstanding any instructions verbal or otherwise of the consignor as to the means by which the carriage of any part thereof is to be effected). In or in connection with effecting the carriage or otherwise while freight is in its possession or under its control EAS or any EAS contractor may at any time and from time to time, without notice to the consignee or any other owner, transport or move freight by any route or routes whatsoever, and to or between any place or places whatsoever in the Commonwealth of Australia or its Territories, although in a contrary direction to or outside or beyond any customary, intended or advertised route, once or more often in any order backwards or forwards and whether intentionally or unintentionally for any purpose or under any circumstances, with (inter alia) liberty at any time and from time to time to abandon, alter or repeat any journey to deviate from any route or in the course of any journey for any purpose or in any situation to store or leave freight for any period or periods at any such place or places intentionally or unintentionally and to effect during any such transportation or journey and or any such place or places all such incidental matters as EAS may deem expedient. Anything done by EAS and/or an EAS contractor in the exercise of any of

the rights powers and liberties herein before provided in this condition shall form part of the agreed carriage.

5. The consignor warrants to EAS the correctness of the description and particulars of the freight appearing on the consignment note which is furnished by the consignor and are unknown to EAS and EAS has no knowledge of the marks, weight, measure, contents, quality, value, numbers, quantity and/or condition of the freight. The consignor shall be liable for all extra costs to which EAS or any EAS contractor may be put and any loss or damage occasioned either directly or indirectly to EAS or any EAS contractor in consequence of EAS or any EAS contractor relying on weight incorrectly specified by the consignor in or any other error in such description or particulars or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of freight and the amount of any and all such extra costs loss and damage shall be paid to EAS as a charge payable under the contract.
  6. Freight shall be calculated and charged at EAS's option, on gross weight, measurement, value or quantity of (including the number of containers or other units comprised in) the freight and boxes or containers in which it is carried (including both Containers in which it is consigned by the consignor or into which it may be packed by EAS or any EAS contractor during the carriage) in accordance with EAS's standard freight rates and charges, operating at the commencement of the carriage for transportation of the freight from the place of dispatch to the place of delivery (which freight rates and charges are set forth in EAS's current freight schedules as from time to time amended and are known to the consignor), unless a special rate or price arranged between the consignor or consignee and EAS is applicable in which case freight shall be calculated and charged as aforesaid in accordance with such specially arranged rate or price. For these purposes, the weight, measurement, value or quantity or recounting of the freight shall be deemed to be as specified on the front hereof, provided always that EAS shall be entitled (but under no obligation) to reweigh, remeasure, revalue or quantify or recount or recounting freight at any time and if the particulars furnished on the consignment note are found to be incorrect the freight shall be adjusted accordingly and any expenses incurred by EAS or any EAS contractor in connection with such reweighing, remeasuring, revaluing or quantity or recount or recounting shall be a charge payable to EAS under the Contract.
- The Charges shall be considered fully earned as soon as the Goods are loaded and dispatched from the Sender's premises and you must comply with the provisions of the next clause irrespective of whether the Goods have been Delivered to the Receiver or whether Goods which have been Delivered are damaged or otherwise, and in all circumstances the Charges paid by you to us shall be absolutely non-refundable.
  - You must:
    - pay us, within 7 days of the date of our tax invoice/statement all Charges and if any Charges are not paid on the date for payment, pay interest on the unpaid Charges at the rate 2% higher than the prevailing rate under the Penalty Interest Rates Act 1983 (Vic); and
    - pay Charges determined by the higher of the weight declared on the CN, the Dead Weight or Cubic Weight or cubic size or value of the Goods, by reference to our current rates schedule and/or the current special quoted rates offered by us to you, which may include additional charges for other services performed by us as specified in our current rates schedule.
      - You agree that where you have provided information about the weight, cubic size or value of the Goods that we may use such information to determine the Charges or we may in our absolute discretion and at any time weigh, measure or value the Goods to determine the Charges whether or not you have provided such information and whether or not there is a discrepancy between the information which you have provided and the physical properties of the Goods that have been dispatched to us. For the avoidance of doubt, uncrated machinery will be measured to a minimum height of 2.7 metres.
      - You agree that we may determine the total weight and/or total cubic size and/or value of all Goods that are consigned (whether on pallets or as mixed loose freight or a combination of both) on the same day

(whether in one or more locations and regardless of the destination of individual consignments), and use whatever method (whether by automatic cubing technology or the Bulk Cube Method) that we regard as the most practical at that time to attribute a weight, cubic size or value to the particular Goods for the purpose of calculating the Charges. For example, for dispatch of a small number of cartons, we may use the actual measurements of each item consigned or for large bulk dispatch which includes palletised consignments, we may employ the Bulk Cube Method.

- We may charge an additional charge to you for the cost of any labour charges incurred by us as a result of any delay (where such delay has occurred other than from our default) in excess of thirty (30) minutes in loading or unloading the Goods or in the event that the Receiver is not in attendance at the Delivery Address during normal hours when Delivery is attempted.
- If upon our receipt of Goods for which our Charges have been pre-paid:
  - in the case of prepaid CNs and prepaid satchels, we determine that you have understated the Cubic Weight or Dead Weight, you must pay us the difference between the pre- paid amount and the amount that we determine, plus an additional administration charge for the understatement; or
  - in the case of prepaid CNs only, the Cubic Weight is higher than the Dead Weight, then we may charge you the Charges applicable to the Cubic Weight.
- You agree that we are not bound by any instructions by you to collect any Charges from any other party (a "Third Party"), notwithstanding that we may accept the Goods as tendered for the Services. In the event that we agree in our absolute discretion that the Third Party may pay the Charges and the Third Party does not pay the Charges within seven (7) days from the date of the invoice issued by us to the Third Party, you must pay the Charges as specified in the original invoice issued to the Third Party within (seven) 7 days after an invoice has been issued by us to you. We advise that all Charges billed to parties who do not have an account with us will be calculated using our non-account schedule rates. Where the Third Party does not pay and you become liable for the Charges, in no case will the Charges be reduced.
- We may change our Charges at any time and, after notice to you, charge you accordingly.
- Unless otherwise agreed, if you do not select a service type on the CN, our overnight Charges will apply and the consignment will be treated and charged as a priority consignment in its service category.
- If GST is imposed on any supply made by us to you pursuant to these conditions, you must pay to us, as part of the Charges, an amount equal to the GST payable by us in connection with that supply (as determined by us in good faith and not in contravention of the law).

7. Freight which has been deemed earned on acceptance of the freight from the consignor and all charges payable to EAS under the Contract shall be paid irrespective of whether or not the freight is ever delivered in accordance with the contract or at all and whether it is damaged or otherwise. All such freight and charges and all other monies which may become due to EAS under or by reason of the Contract may be initially invoiced in accordance with the consigner's charging instructions on the consignment note, and the person so invoiced will be liable to EAS for the payment thereof, but the consigner will also be and remain responsible for all such freight charges and monies and shall pay the same to EAS on demand.
8. EAS shall have a general lien over freight for all amounts payable to it by any Owner, including all freight and charges payable under the Contract or in respect of any other consignment or contract and any other monies whatsoever (including monies payable as damages or compensation payable by virtue of the operation of any statute or law by agreement or otherwise howsoever) and may refuse delivery of freight until all such amounts have been paid in full, if any such amount has been owing or continues to be unpaid for more than 30 days after first becoming due for payment. EAS or any EAS contractor may at its discretion and without notice to any Owner sell freight by public auction or private treaty, deducting all expenses of detaining and selling the same, apply the net balance of the sale proceeds towards amount payable to EAS as

aforesaid. Any excess or left over portion of such sale proceeds and any freight remaining unsold after all such amounts have been paid in full shall be payable to the consignee. Neither the existence of such lien nor any such sale shall prejudice or affect EAS's right at any time to recover any such amount, or any part of any such amount, which remains, at that time unpaid, from any Owner or other person liable therefore.

9. EAS reserves the right at its discretion to decline to deliver freight until the identity of the delivery is established to the satisfaction of EAS or the EAS contractor by whom delivery is to be effected, but neither EAS nor any EAS contractor shall be under any obligation to refrain from delivering the goods to a person by whom this Consignment Note or a copy thereof is not produced or given up or whose identity is not established to its satisfaction as aforesaid and (as provided in Condition 13) neither EAS nor any EAS contractor shall be under any liability whatsoever for or in respect of wrongful delivery, delay in delivery, mis-delivery or non-delivery or freight howsoever occurring or arising or any loss, damage, expenses, delay or other thing whatsoever resulting directly or indirectly therefrom.
10. In the event that at any time after freight is received from the consignor, EAS or any EAS contractor at that time having custody or control thereof concludes for any reason whatsoever that it is impracticable, imprudent, unlawful or against the interests of EAS to continue the carriage or deliver the freight, or such freight as is in its custody or control as aforesaid, to the place of delivery specified on the consignment note, in the manner originally or therefore contemplated or intended by EAS or such EAS contractor, or that to do so will be likely to subject the carriage of freight or any property of EAS or any other person to damage or delay of whatsoever nature EAS or such EAS contractor may without notice to the consignee or any other Owner discharge, unload and/or retain or deliver such freight at any place whatsoever which EAS or such EAS contractor considers to be convenient and the consignee shall accept delivery thereof at such other place, and any additional costs and expenses incurred by EAS or such EAS contractor in affecting such delivery at such other place (including cost of any storage which in its discretion it may cause to be effected) shall be a charge payable to EAS under the contract.
11. In the event that freight is not made promptly available to EAS or the EAS contractor receiving the same, at the place of dispatch specified on the consignment note, at the time arranged between the consignor and EAS or such EAS contractor, or the consignee, fails to accept delivery of freight immediately on its arrival at the place at which it is to be delivered or so soon thereafter as EAS or the delivery EAS contractor requires the additional costs resulting therefrom, as determined by EAS shall be an additional charge payable to EAS under the Contract.
12. Freight is accepted for carriage by EAS subject to all applicable conditions and requirements imposed under any regulations or otherwise by any governmental authority and payment of all duties, imposts, and other charges and expenses payable in respect of the freight and the other costs and expenses of whatsoever nature arising out of or incurred by EAS and EAS contractors in complying with applicable conditions, and requirements imposed or purported to be imposed as aforesaid, shall be a charge payable to EAS under the Contract.
13. At all times and under all circumstances, freight shall be and remain for all purposes and in all respects at the sole risk of the Owners and neither EAS nor any EAS contractor shall be under any liability whatsoever and no claim shall be made or brought by any Owner against EAS or any EAS contractor, for or in respect of any loss or damage (including concealed damaged) to or deterioration, contamination, evaporation, wrongful delivery, misdelivery, delay in delivery or non-delivery of freight whensoever, wheresoever and howsoever or for any damaged injury or loss of whatsoever kind or nature sustained or arising in consequence thereof, for or in respect of anything done or purported to be done or omitted to be done by EAS or any EAS contractor, or any other matter or thing (including any delay or failure by EAS or any EAS contractor in respect of the carriage or any part thereof with reasonable dispatch or at all) occurring or arising during or in connection with the carriage. The provisions of this Condition shall apply notwithstanding that such loss, damage, deterioration, contamination, evaporation, miss-delivery, delay in delivery, non-delivery thing done, purported to be done, or omitted to be done, or other matter

or thing may constitute involve or be solely or partly caused by or otherwise due to default or misconduct (including willful default or misconduct) negligence, breach of the Contract or some other wrongful act, omission or conduct on the part of EAS or any EAS contractor and which could result but for these Conditions in EAS and or an EAS contractor being liable therefore but nothing whatsoever done or omitted to be done by EAS and or any EAS contractor in breach of contract or shall under any circumstances constitute a breach going to the root of the Contract, or a deviation or departure therefrom, or repudiation thereof, such as to have the effect of disentitling EAS and or any EAS contractor to the benefit of and the right to enforce all rights, defences, exceptions, immunities and limitations of liability and other like protections available to EAS and an EAS contractor as contained in these Conditions and all such rights, defences, exceptions, immunities, limitations of liability and other like protections shall continue to have full force and effect in all circumstances whatsoever.

14. EAS and EAS contractors, shall be entitled (but under no obligation) at any time and from time to time to inspect freight and for this purpose to open or remove any Containers if at any time (as a result of any such inspection or otherwise) EAS or any EAS contractor considers that the carriage of freight is contemplated by EAS or such EAS contractor ought not to be effected or further effected, either at all or without effecting additional incidental matters, or otherwise taking additional measures or incurring additional expense or risk EAS and any such EAS contractor shall be entitled to abandon the carriage or to effect such additional incidental matters and take such additional measures and incur such additional expenses as may be reasonably necessary in order to enable the carriage to be effected or further effected and the costs of such additional incidental matter and measures and all such additional expenses shall be reimbursed to EAS as a charge payable to it under the Contract.
15. Perishable goods and other goods if delivered without marks, or with marks obliterated or which do not correspond with those specified on the consignment note, shall be accepted by the consignee (and all the other Owners) if of the same description as appearing on the consignment note, in full satisfaction of the freight, or that part thereof in satisfaction of which they are delivered by EAS.
16. EAS or any EAS contractor may at any time sell by public auction or private treaty any freight being perishable freight that has deteriorated or become damaged from any cause whatsoever and which EAS or such EAS contractor considers should be sold rather than further carried, because of its nature or condition and shall account to the consignee for the net proceeds of such sale after deduction of all selling expenses, and less all freight charges and other monies due to EAS under the Contract or in respect of which EAS had a lien over such freight under Condition 8 hereof.
17. If and insofar as EAS or any EAS contractor is at any time of opinion that any freight is dangerous goods freight the same (whether or not Condition 18 has been complied with) may be, destroyed, disposed of, abandoned or rendered harmless if EAS or any EAS contractor considers this necessary or desirable, without compensation to the consignor or any other Owner and without prejudice to EAS's right to freight and any other charges due under the Contract.
18. Dangerous Goods must not be tendered for carriage unless the consignor has fully disclosed the nature thereof to EAS and obtained its express consent in writing, any conditions subject to which such consent has been given, are fully complied with, and such dangerous goods and any Container in which it is contained is distinctly marked on the outside so as clearly to indicate its nature and so to comply with any applicable law and the requirements of any government authority.
19. The consignor shall be liable for and indemnify EAS against all loss and damage directly or indirectly occasioned by dangerous goods being tendered for carriage otherwise than in accordance with Condition 18 and all claims brought by any person or otherwise arising in respect of any such loss and damage
20. If in, or in connection with this contract of carriage freight shall be loaded on board an aircraft for transportation by air, the Contract and in particular these Conditions shall

continue to apply and no bill of lading will be issued. EAS does not and shall not be deemed to undertake the airworthiness of such aircraft, either at or after the commencement of the flight, the freight may be carried on board and will contribute to General Average if any, which will be adjusted in accordance with the York/Antwerp Rules 1974 and any salvage services rendered to the aircraft or its cargo during the flight by an aircraft or aircraft owned or operated by EAS shall be paid for as if such salvage aircraft belonged to and were operated by a stranger.

21. EAS gives no undertaking that the consignee or any other Owner will be notified of arrival of freight, or of any aircraft, vehicle, vessel or other conveyance carrying the same at the place at which freight is delivered hereunder nor will EAS or any EAS contractor have or undertake any responsibility or obligation for or in relation to freight once it has been discharged or unloaded at such place at any subsequent time. If EAS or any EAS contractor shall effect arrangements for storage, transshipment or forward carriage of freight after delivery as aforesaid it shall do so only as agent of the consignee and other Owners and solely at the risk and expense, but the provisions of Condition 13 shall nevertheless apply as they would if effectuation of such arrangements and everything connected therewith formed part of the carriage.
22. EAS is not responsible for freight and charges forwarded on freight lost, damaged or delayed in transit or otherwise while in the possession or under the control of EAS or any EAS contractor, or on freight which the consignee does not accept or rejects nor for failure by EAS or any EAS contractor to demand or collect any freight or charges forwarded on freight from any person either before or after delivery of such freight.
23. The consignor warrants that he makes the Contract for himself and for and on behalf of all Owners severally, as the duly authorised agent of each of them, and that he will personally indemnify EAS and each EAS contractor against tortious or other non-contractual liability of any description whatsoever (including but not limited to liability in conversion, trespass, detainment, or negligence) which EAS or such EAS contractor has or incurs to any Owner, for whom the consignor does not or is not duly authorised in fact to make the contract and is a liability which EAS or such EAS contractor would not have and or would not have incurred and or against which EAS or such EAS contractor would have had good defence by virtue of the terms of these Conditions, if the consignor had been duly authorised to make and had made the Contract for and on behalf of (inter alia) such Owner so as to render such Owner a party to the Contract bound by these Conditions.
24. The contract is subject to all compulsory rules and requirements of law to which the carriage is subject to the intent and effect that if any provision hereof is to any extent repugnant to or inconsistent with any such rule or requirement, such provision shall to that extent, but no further, be deemed not to form part of the Contract.
25. It is hereby agreed that to the extent necessary, to entitle every such EAS contractor to enforce and have the benefit of each and every provision of these Conditions which by its term applies or extends to an EAS contractor, EAS in making the Contract, in addition to acting for itself is and shall be deemed to be acting as the agent of and trustee for each EAS contractor who at any time directly or indirectly takes part in the performance of this contract of carriage or who is in any other way howsoever involved in the carriage or becomes in any other way howsoever involved in any matter pertaining to the carriage which may occur from the time of commencement and continuing up to the conclusion of the carriage and each such EAS contractor is and shall be deemed to be party to the Contract for the purpose of entitling him as aforesaid and so far as may be required to give full effect of these Conditions and EAS shall hold the benefit of the Contract for all such EAS contractors as well as itself. Without affecting the generality of the foregoing it is hereby expressly agreed that if at any time any Owner recovers any sum from EAS or an EAS contractor pursuant to a claim brought against EAS or such EAS contractor, contrary to the terms of any condition contained herein, a like sum shall thereupon become immediately due and payable to EAS and shall be recoverable by it on demand from the consignor or any other Owner as a charge payable under the Contract.
26. Goods will be accepted by a carrier nominated by EAS at such of its depots as may be determined by EAS. The Owner however shall pay the presented charge in

respect of transport by road to the place of loading and the goods during such road transport shall be at the risk of the Owner and no liability shall attach to EAS or an EAS contractor in respect of any loss or damage to the said goods however caused arising during the period of road carriage.

27. This consignment note will be signed by the Pilot or any person or corporation authorised by him.
28. The proper law of the contract shall be the law of New South Wales and the courts of that State shall have sole and exclusive jurisdiction to determine any dispute or claim arising in respect of this carriage.