

- (1) "Customer" means the person or company for whom any business is done by GTS or with whom any contract for the rendering of services by GTS is made. All business undertaken by GTS Australia International is subject to the terms & conditions set by GTS, all Customers shall be deemed/bound to these conditions. No servant/agent of GTS has any authority to add or to vary the conditions, unless signed by a duly authorised representative on behalf of GTS. The use of Customers' own forms shall be no derogation to these conditions.
- (2) GTS is a freight-forwarding agent and acts solely as an agent in performing and securing services for the Customer and entering into contracts on the Customer's behalf with other persons. GTS is not a carrier or Common Carrier and does not make or purport to make any contract for the carriage, storage, packing and handling of goods with the Customer. Whenever GTS is instructed to undertake or arrange transport, storage, packing, handling or any other services, it is hereby authorised to entrust the goods or arrangements to third parties subject to the third parties' contractual conditions and the Customer shall be bound by such conditions and shall indemnify GTS against any claims arising out of their acceptance.
- (3) Where GTS is, or is deemed to be a carrier under a contract subject to legislation compulsorily, GTS shall be entitled to all rights immunities exceptions and limitations conferred on the carrier by virtue of such legislation and these conditions shall be void to the extent that they are inconsistent with such rights immunities exceptions and limitations but no further.
- (4) Customers entering into transactions of any kind with GTS warrant that they are either the owners of goods or property or that they are the authorised agents of the owners of the goods or property. The Customer shall indemnify GTS in respect of any breach of the warranties contained herein.
- (5) GTS shall be entitled to enter into contracts (a) for the carriage of goods by any route or by any means and (b) for the storage, package or handling of the goods by any person at any place(s) and for any length of time and to do such acts as may be necessary or incidental thereto at the absolute discretion of GTS and to depart from the Customer's instructions in any respect if in the opinion of GTS it is necessary or desirable to do so.
- (6) GTS itself reserves complete freedom in respect of means, route and procedure to be followed in the handling, packaging, storing and transportation of goods expressed or implied and whether oral or written shall be deemed to be for guidance by way of suggestions only.
- (7) The Customer authorises GTS to enter into such or any contracts hereof on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects. The Customer hereby indemnifies GTS for any fees, costs or claims arising out of any contracts.
- (8) Quotes are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If any changes occur in freight rates, insurance premium or other charges applicable to the goods or property, whether before or after the transaction is entered into, quotes and charges shall be subject to revision to amounts determined by GTS in its discretion and with or without notice. GTS may charge freight by weight, measurement or value, and may at any time re-weight or re-value or re-measure or require the goods to be re-weighted, re-valued or re-measured and charge proportional additional freight.
- (9) The Customers and consignees shall be liable for and shall indemnify GTS against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities whether or not arising out of the negligence of GTS, its servants/agents, suffered or incurred by GTS in the performance of its obligations, including any liability to indemnify any other person against claims made against such other person by the Customer or owner or consignee.
- (10) Customers and consignees of any goods and their agents shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to GTS for customs, consular and other purposes and they undertake to indemnify GTS against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is due or not due to negligence.
- (11) Freight shall be considered earned whether the goods are delivered to the Customer or consignee or not, whether damaged or otherwise, under no circumstances will any payment for freight be refunded.
- (12) Where goods are consigned:
(a) on terms that they shall be paid for on delivery and, if for any reason payment is not made in full,
(b) on terms that GTS shall only deliver the goods to the consignee on production of a Forwarders Certificate of Transport, House Bill of Lading, Air Waybill, delivery order or similar document, and owing to the failure in demand such a document the goods are delivered to the consignee before it has paid for them in full, then GTS may at its absolute discretion, reimburse the Customer with the amount of payment not so made, whereupon the Customer shall, on request, assign to GTS by an instrument in writing the whole of the Customer's title to or interest in the goods and the right to receive payment therefore, and shall co-operate fully with GTS in informing all rights so assigned.
- (13) Notwithstanding any agreement or arrangement between the Customer and a consignee, the Customer shall remain liable to GTS for any charges in respect of any transaction until such charges have been satisfied or the balance of any charges which shall remain at any time unpaid. GTS shall not be liable to recognise any agreement between any Customer and a consignee in respect of the payment of GTS's charges.
- (14) Insurance Coverage by GTS will be affected upon written instructions by the Customer and all insurances effected by GTS are subject to the usual exceptions and conditions of the policies of the insurance company. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only, and GTS shall not be under any responsibility or liability notwithstanding that the premium upon the policy may not be at the same rate as that charged by GTS or paid to GTS by its Customer. GTS's invoice or debit note must be paid in full prior to any claims being lodged against the nominated insurance company(s) of GTS's choice. Furthermore, the Customer understands and acknowledges that GTS is not the insurance company and therefore does not take any responsibility in the event of any claims.
- (15) GTS shall not be obliged (but not limited to) to make any declaration unless required by law or expressly instructed by the Customer in writing.
- (16) GTS shall not be obliged to arrange for goods to be carried, stored or handled separately from the goods of other Customers. In the case of goods having a value exceeding the units of account contained in aide 4 rule 5 of Schedule 1 of the Carriage of Goods by Sea Act 1991 the value will not be declared or inserted in the Bill of Lading for the purpose of extending the carriers liability except upon express instructions given in writing by the Customer. In the case of carriage by air no optional declaration of value to increase the air carriers' liability under the Carriage of Air Act 1935. Article 22(2) of the first schedule will be made except upon instructions given in writing by the Customer. In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers' warehousemen or others no declaration of value (where optional) will be made for the purpose of extending liability and the goods will be forwarded or dealt with at the Customers risk or other charges unless instructions in writing to the contrary are given by the Customer.
- (17) Pending forwarding & delivery, goods may be warehoused or otherwise held at any place(s) at the sole discretion of GTS at the Customer's risk and expense.
- (18) GTS shall not be liable to the Customer or consignee for loss or damage caused by any failure to carry out or negligence in carrying out the Customers instructions or by any failure to perform or negligence in performing GTS's obligations under the contract to which these conditions apply whether or not the same occurs in the course of performance by or on behalf of the customer of the contract or in the events which are in the contemplation of GTS and/or the Customer or in events which are foreseeable by either of them or in events which could constitute a fundamental breach of the contract or a breach of a fundamental term, unless such loss or damage is due to the willful neglect or default of GTS or its wants, provided that any liability of GTS shall in every case be limited in amount to the sum of AUD \$25.00 in respect of all goods entrusted to GTS's care in any one consignment whether or not there has been any declaration of value of the goods or of any of them by the Customer for the purpose of carriage or otherwise. GTS shall not be liable for any injury or sickness (including fatal injury or sickness) to any animal, or for any loss sustained by the sender of the animal or any other person, including from any defect in any vehicles (including an aeroplane) in which the animal is carried, or caused in the loading or unloading of any animal into or out of any such vehicle or in handling any animal.
- (19) Freight shall be considered earned whether the goods are delivered to the Customer or consignee or not, whether damaged or otherwise, under no circumstances will any payment for freight be refunded.
- (20) The Customer and/or consignees and their agents shall be liable for any duty, tax, impost, excise or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage made, incurred or sustained by GTS. The Customer undertakes to indemnify GTS in respect of any of the aforementioned matters, even if any such payments, fines, expenses, loss or damage arise by reason of the negligence of GTS its servants or agents.
- (21) GTS shall not be liable under any circumstances for any loss, damage or expense arising from of in any way connected with marks, weight, numbers, brands, contents, quality or description of any goods.
- (22) GTS shall not in any circumstances be liable for indirect or consequential loss and/or damages arising from waste, spoilage, deterioration of any goods or of the loss of market for any goods or for any other damages arising from or attributable to delay in forwarding or in transit or failure (not amounting to wilful negligence) to carry out the instructions given to it.
- (23) Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not identifiable, may be sold or otherwise disposed of without any notice to the Customer or consignees of the goods and payment or lender of the nett proceeds of any sale after deduction of charges shall be equivalent to delivery.
- (24) GTS may charge additional amounts for each call it makes until delivery is accomplished in circumstances in which the Customer or consignee is not in attendance at the address provided for delivery of the goods during normal trading hours.
- (25) Except under special arrangements previously made in writing GTS will not accept transactions relating to valuables, noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage, any person delivering such goods to GTS or causing GTS to handle or deal with such goods shall be liable for all loss or damage caused thereby indemnify GTS against all penalties, claims, damages, costs and expenses. If such goods are accepted under arrangements previously made in writing they may nevertheless be destroyed or otherwise dealt with if they become dangerous to other goods or property. The expressed "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.
- (26) Inherent characteristics of certain commodities make it impossible for them to be carried by air without endangering the safety of aircraft, passengers or crew. Some dangerous good can be accepted for carriage provided the quantity is restricted to within given limits and packing conforms to specifications laid down in the current edition of the IATA Dangerous Goods Regulations. A Customers declaration for dangerous goods as required by the current IATA Dangerous Goods Regulations, must accompany every consignment of dangerous cargo, worded as follows: 'I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and classified, packed, marked and labelled, and are in all respects in the proper condition for transport by air according to the applicable International and National Government Regulations.'
- (27) GTS shall not be liable in any circumstances for acts of negligence or the consequences irrespective of whether those acts are performed by GTS, its employees, agents or sub-contractors and irrespective of whether those acts are of commission or omission on the part of GTS, its employees, agents, or sub-contractor.
- (28) GTS shall not be liable in any circumstances for loss of life or personal injury or loss or damage to any person or persons where such loss of life or personal injury or loss or damage is caused or contributed to by any goods owned or controlled by the Customer.
- (29) Any claim by the Customer against GTS shall be made in writing and notified to GTS:
(a) damage to goods within 21 working days of delivery thereof,
(b) delay in delivery or non-delivery within 7 working days of the date when the goods should have been delivered,
(c) in any other case within seven working days of the event giving rise to the claim.
- Any claim not made and notified as aforesaid shall be deemed to be waived & absolutely barred relating to GTS or against subsidiary or associated company, or against any forwarding agent employed/contracted or to servants/agents of GTS on any grounds whatsoever. "Claim" shall include, but not be limited to, any action proceedings or resort to arbitration or a Court of Law.
- (30) (a) The goods the Customer warrants that all goods have been properly and sufficiently packed and prepared for transit and shall indemnify GTS against any loss or damage which occurs by reason of the insufficiency of the packaging or preparation. (b) In circumstances in which GTS has been requested by the Customer to pack goods GTS shall not be liable for any loss or damage whatsoever which occurs to the goods even if any such loss or damage occurs when GTS is required to load or unload any liquids, substances or any commodities or products into bulk tanks, vessels, dums or containers whether or not any such packaging, loading or unloading takes place in transit, whilst the goods are held in store or at any other time whilst the goods are in the custody or possession of GTS or agents or servants.(c) It is the responsibility of the Customer to ensure that any container, packaging or pallet which is delivered with the goods and which is required to be returned is returned within the time stipulated and no later than five working days from the date of receipt by the Customer, its servants or agents. The Customer hereby indemnifies GTS for any loss or damage occurring to, or occasioned by, any container, packaging or pallet for which GTS may be liable.
- (30) GTS shall have a general lien, and a particular lien on any and all goods or documents relating to any and all goods in their possession for any and all sums due at any time from the Customer, and shall be entitled to sell or dispose of such goods or documents at the expense of the Customer and apply the proceeds in or towards the payment 28-days notice in writing to the Customer.
- (31) GTS shall be entitled at the expense of the Customer to sell or dispose of:
(a) on 21 days' notice in writing to the Customer or, where despite reasonable efforts the Customer cannot be traced, after the goods have been held by GTS for 90 days; all goods which in the opinion of the company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any other reason.
(b) without notice: perishable goods (including animals) which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the opinion of the company would be likely to perish in the course of the carriage, storage or handling.
- (32) Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to GTS or to which GTS is entitled hereunder shall also be available and shall extend to protect GTS's parent, subsidiary, or associated companies, GTS's sub-contractor, or every servant/agent of GTS and of persons or organization. Every other person by whom the carriage or any part thereof is performed or undertaken and all persons who are or might be vicariously liable for the acts or omissions of any person failing, and for the purpose of this clause GTS is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons be deemed to be parties to this contract. The Customer undertakes that no claim or allegation shall be made, whether by the Customer or any other person who is or may hereafter be interested in the goods, against any person by whom (whether as sub-contractor, principal, employer, servant, agent or undertaken) the carriage or any part thereof is performed or undertaken which imposes or attempts to impose upon such person any liability out of negligence on the part of such person and if such claim or allegation should nevertheless be made to indemnify GTS and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing and for the purpose of this clause GTS be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them, and all such persons shall to this extent be or be deemed to be parties to this contract.
- (33) It shall be the responsibility of both the Customer and of the consignee at all times and in all circumstances to ensure that any container(s) or other packaging of the goods and any pallet(s) which are delivered with the goods and which are required to be returned to the owner within the time required for such return by the owner or nominee and no later than five working days from the date of receipt. GTS accepts no liability for the loss, damage or delayed return of any containers, packaging or pallets whatsoever, which may come into or pass through the possession of GTS, where GTS, the Customer or the consignee hold the containers, packaging or pallets as lessee, bailee, licensee or by any other means whatsoever and the Customer and the consignee shall fully indemnify GTS for any damage occurring to any container, packaging or pallet for which GTS may be liable.
- (34) All agreements between GTS and the Customer shall be governed by Queensland Law and all disputes referred to the exclusive jurisdiction of the Queensland Courts. These conditions shall not apply to the extent that they are inconsistent with the provisions of the Trade Practices Act 1974.
- (35) The customer and consignee agree to comply strictly with the terms and conditions, and the agreed or approved credit limit. GTS reserves the right to charge the customer interest of 15% (but not limited to) which shall be calculated daily from overdue date until payment is received in full (this refers to all invoices that falls outside the specified credit confirmation and policy).