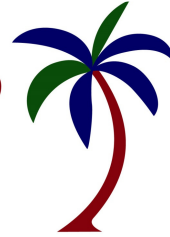


PACIFIC PALMS TRANSPORT



Terms & Conditions of Cartage

1. Pacific Palms Transport, hereafter referred to as 'The Carrier' (which expressly will include its servants, agents and subcontractors) is not a common carrier and will not accept liability as such. All goods carried or other services performed shall be subject only to these conditions of carriage and the Carrier reserves the right to refuse carriage of any class of goods at its discretion.
2. Unless otherwise agreed in writing, no responsibility will be accepted by the Carrier for any negligence or loss or damage to or mis-delivery of goods, parcels, packages, crates, cases, pallets or the contents thereof in transit or in storage for any reason whatsoever.
3. The consignor authorises the Carrier to arrange with any other person, firm or company to undertake the carriage of goods hereby contracted for. In any such arrangement the carrier shall be deemed to act as the agent of such person, firm or company, which person, firm or company shall be entitled to the benefit of these conditions to the same extent as the carrier.
4. The Consignor must accept responsibility for any damage or loss of any goods whilst in the Carrier's custody during storage or in transit by road or other means due to civil commotion, act of God, government intervention, war, strikes, seizure under legal process, accident, misadventure, fire or water.
5. Insurance of goods will not be affected for the benefit of the Consignor except upon his written instruction and then only at his expense.
6. The Consignor or his authorised agent shall not tender for carriage of any explosive, flammable or otherwise dangerous or damaged goods without presenting a full description of these goods and in default of so doing shall be liable for all loss and damage caused thereby.
7. Freight shall be considered earned as soon as the goods are loaded and dispatched, whether the goods are delivered to the Consignor or not and whether damaged or otherwise.
8. The Consignor will be and shall remain responsible to the carrier for all proper charges incurred for any reason.
9. The Carrier may and is hereby expressly authorised by the Consignor to carry all goods or to have them carried by any method as he in his absolute discretion deems for and notwithstanding any instruction verbal or otherwise of the Consignor that the goods are to be carried by another method.
10. A charge will be made by the carrier in respect of any delay in excess of fifteen minutes in loading or unloading other than from the default of the carrier, such permissible delay period commencing upon the carrier reporting for loading or unloading, labour for which purposes being the responsibility and at the expense of the Consignor or Consignee.
11. These Terms and Conditions shall be governed by and constructed in accordance with the Laws of the State or territory in which the consignment is issued.