

## **TERMS AND CONDITIONS**

The CONTRACT refers to any business between Europarcel International Service (EUROPARCEL) and the CLIENT. All CONTRACTs will be in accordance with the terms and conditions as set out below.

### **1 Transportation**

- 1.1 EUROPARCEL is not a carrier of goods and will accept no liability as such. EUROPARCEL may, at its discretion, refuse to arrange the carriage, movement or transport of goods for any person, firm or company, and the carriage or transport of any type of goods, and need not give any reason for so doing.
- 1.2 EUROPARCEL enters into CONTRACTs with third parties for the packing, carriage, movement, transport, storage and delivery of goods on terms agreeable to EUROPARCEL and the third party think fit. In agreeing to the CONTRACT the CLIENT wholly indemnifies EUROPARCEL for any liabilities incurred, which may arise in any way out of such a CONTRACT.
- 1.3 The CLIENT authorises EUROPARCEL to CONTRACT third parties in the name of EUROPARCEL, or as an agent for the CLIENT.
- 1.4 Quotations given by EUROPARCEL are open for seven (7) days and may be withdrawn or revised by us at any time prior to acceptance by the CLIENT. Prices charged to the CLIENT may not be identical to the cost borne by EUROPARCEL.
- 1.5 If any changes occur in the rates of freight, insurance premiums or other charges applicable to the goods to be carried, then EUROPARCEL may revise or withdraw the quotation at any time, whether before or after acceptance by the CLIENT.
- 1.6 The CLIENT agrees goods will be consolidated with goods of other CLIENTS.
- 1.7 If a CLIENT instructs EUROPARCEL to use a particular method or route for movement of the goods all attempts will be made to ensure that route is selected. However, if that route cannot be arranged, the CLIENT agrees EUROPARCEL can use an alternative route.

### **2 Insurance & Indemnity**

- 2.1 EUROPARCEL will insure a package up to \$100.00 for each package for loss and damage to delivery to the addressee. EUROPARCEL does not insure against careless packaging or when the package contains material that may damage the contents of the package.
- 2.2 It is the CLIENTS responsibility to insure the package if the value is above \$100.00.
- 2.3 EUROPARCEL is not liable for loss or damage if it would be evident that EUROPARCEL, their representatives or other casual employees in the process of transport, storage and handling of the package did not contribute to the loss or damage of the package deliberately by negligence.

- 2.4 The CLIENT hereby releases EUROPARCEL to the maximum extent permitted by law from any liability for any loss or damage suffered, and indemnifies to the maximum extent permitted by law from any liability which it may incur as a result of any Subcontract, local or foreign law, international convention or rule of common law relating to carriage of goods or transport by air or sea (including, but not limited to, relating to general average or arrest of ships).
- 2.5 For the sake of clarity, but without in any way limiting any other provision of this CONTRACT, the parties agree that EUROPARCEL shall not be liable for, and the CLIENT expressly indemnifies EUROPARCEL and all of its servants and agents against:
- (a) any loss, injury or damage in respect of the goods caused by destruction, fire, explosion, stealing, fraud, theft, storm, flood, tempest or water by any other cause whatsoever whether brought about wholly or in part by the negligence or the alleged negligence or any act, omission, neglect, default, breach of duty or breach of obligation or EUROPARCEL its servants, or agents;
  - (b) any loss, injury or damage (including consequential loss) suffered by delay in delivery of goods;
  - (c) any loss, injury or damage in respect of the goods resulting from or contributed to by the contact of the goods with or proximity to other goods or sweating, evaporation, leakage, breakage, shrinkage, deterioration, fermentation, wasting, decay, putrefaction, contamination, vermin, strikes, lockout, shortage of labour or resulting from or contributed to by any circumstances beyond the reasonable control of EUROPARCEL;
  - (d) any duties, losses, costs or penalties or other monies incurred or actions, claims or proceedings arising out of or in connection with the keeping or failure to keep documentation relating to the goods, the valuation of the goods or the amount of duty payable on the goods, whether brought about wholly or in part by the negligence or alleged negligence or any act, omission, neglect, default, breach of duty or breach of obligation of EUROPARCEL, its servants or agents.
- 2.6 Where the ability of EUROPARCEL to limit its liability is restricted by law, then to the extent EUROPARCEL is entitled to do so, its liability shall be limited at its option to:
- (a) re-supply of services;
  - (b) payment of the costs of having services performed again; or
  - (c) refund to the CLIENT of any sums paid in respect of such services.
- 2.7 Subject to all the terms and conditions in this CONTRACT limiting the liability of EUROPARCEL, any claims which may be made against EUROPARCEL shall be extinguished unless brought within six (6) months of the date of this CONTRACT, or if a longer period is prescribed by statute or convention which cannot be modified by CONTRACT, that longer period.
- 2.8 Any claim or dispute under this CONTRACT shall be determined by the courts of Australia and the courts with jurisdiction to hear appeals from them.

### 3 The Goods

- 3.1 The CLIENT warrants that all the information it has provided to EUROPARCEL relating to the goods is accurate and true in every respect, and the CLIENT indemnifies EUROPARCEL against all losses, damages, expenses, penalties and fines arising out of or in connection with any act, or omission of information provided by EUROPARCEL or the CLIENT to the Crown, the Collector of Customs or any other statutory body or authority in Australia or elsewhere.
- 3.2 The CLIENT expressly authorises EUROPARCEL to release the goods to any person who produces the original of any Bill of Lading issued by EUROPARCEL in respect of the goods and a receipt signed by that person or that person's agent or employee shall be conclusive evidence that EUROPARCEL has arranged for the goods to be delivered in full discharge of its obligations under this CONTRACT. EUROPARCEL may release the goods to any person who claims to have authority to receive the goods even if that person does not have an original Bill of Lading issued by EUROPARCEL in respect of the goods provided that EUROPARCEL receives from the CLIENT or an authorised officer of the CLIENT written or verbal authority to do so.
- 3.3 EUROPARCEL will not make any declaration of value in any CONTRACT for the purpose of extending the liability of the carrier (being the party which owns or chartered the vessel in which the goods are carried) where that declaration of value may mean that a higher freight charge will apply. If a declaration must be made a nominal declaration of value of the goods only will be made, unless express instructions in writing that a particular value should be nominated is given to EUROPARCEL by the CLIENT.
- 3.4 Except under special arrangements EUROPARCEL will not accept CONTRACTS to arrange the carriage, packing or storage of:
  - (a) noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage;
  - (b) bullion, coins, precious stones, jewellery, valuables, antiques, pictures;
  - (c) livestock or plants.
- 3.5 All goods (and documents relating to the goods) shall be subject to a particular and general lien to EUROPARCEL for any monies due either in respect of those goods, or for any particular or general balance or other money due from the CLIENT or any person on behalf of whom the CLIENT may be consigning the goods, or in respect of any losses or damages or liability which may be incurred or suffered by EUROPARCEL for which the CLIENT indemnifies EUROPARCEL under this CONTRACT.
- 3.6 EUROPARCEL shall be under no obligation at any time to open any container or package to inspect the goods, but if it appears at any time to EUROPARCEL or to a third party that the goods may not be safely or properly carried further, EUROPARCEL or the third party may take whatever reasonable action is required (including if the situation warrants it abandoning the goods) and the CLIENT shall indemnify EUROPARCEL and the third party and agrees to meet any additional expenses so incurred.