



STATE TRANSPORT NATIONAL STANDARD TERMS AND CONDITIONS

These terms and conditions exclude or limit liability for certain losses or damage. Customers are therefore advised to read the conditions carefully and to consider purchasing any insurance cover they deem appropriate to ensure that their interests are fully protected in all events.

1. State Transport may refuse to accept for carriage any goods or any class of goods at their absolute discretion and shall not be bound or required to give any reason for doing so.
2. Subject to the terms of any special instruction State Transport will not insure nor effect any insurance on the goods.
3. State Transport is not a common carrier and does not undertake the obligations of a common carrier and it is expressly agreed by and between State Transport and the consignor that State Transport shall not be liable to be sued in like manner as if they had actually undertaken to carry the goods as a common carrier for hire.
4. State Transport accepts goods for carriage as forwarding agent only for the consignor and will not carry or accept any goods for carriage except only upon the terms of the special agreement contained in these forwarding instructions.
5. Subject to and in accordance with the terms and conditions and instructions contained in these forwarding instructions State Transport agrees and the consignor employs and authorises to contract either in their own name as principal or as agent for the carriage of goods.
6. Any such contract will be made upon the terms and subject to the conditions of any bill of lading or other forms or terms on contract used by any carrier, whether by sea, rail, road, or air, with whom State Transport may contract for such carriage and may be made upon the terms and subject to the conditions of any special contract which any such carrier may in any particular case require, including in every case any term that the carrier may employ another carrier for the carriage of goods.
7. Subject to the terms of any special instruction the goods will be forwarded at the consignor's risk and as general merchandise at general rates of carriage without any declaration of value, in accordance with the current tariff for the time being for the carriage of goods without declaration of value, or the terms of any special contract, of any carrier with whom State Transport may contract for the carriage of the goods.
8. The consignor shall specifically declare and fully describe in writing the name and nature of all goods subject to special rates of carriage on their value or by their nature of a noxious, hazardous, dangerous or flammable nature or capable of causing damage or injury to any other goods or to any persons or animals with which, or to any vessel, vehicle, wagon, van, aircraft or other conveyance of any kind whatsoever in which they may be loaded, carried, packed or stored or which are liquid or partly liquid in form.
9. State Transport shall not be liable for any loss of or any damage to the goods from whatsoever cause arising while the goods are in custody control or possession of any carrier to whom they may be entrusted for carriage, but shall only be liable for loss of or damage to the goods while they are in actual physical custody of State Transport as agent of the consignor. Such custody shall be deemed to terminate on the delivery of the goods by State Transport to any carrier by sea, air, rail or road for carriage in accordance with the terms hereof.
10. State Transport shall be liable only for the wilful neglect or default by the company or their own servants and shall not be liable for any loss of or damage to the goods arising from the breakage, insufficiency of packing, pilferage, theft, fire, vermin, decay, marine risks, war risks, any risks of storage, or any insurable risk or any errors or omissions in the description of contents of packages or from the consequences of any of the foregoing, nor for any delay or the consequences thereof.

11. It is hereby agreed by and between the consignor and State Transport that any liability of State Transport on whatsoever grounds arising shall in every case be limited in amount to the sum of \$50.00 in respect of all the goods listed in these forwarding instructions, whether or not there has been any declaration of value of the goods or of any of them by the consignor the purpose for carriage or otherwise.
12. State Transport shall have a lien on goods any documents relating thereto for all sums whatsoever due at any time to State Transport or the carrier from the consignor and for general average contributions to whomsoever due and for the costs of recovering the same and State Transport shall have the right to sell the goods and documents by public auction or private treaty, without notice to the consignor and at the consignor's expense and without any liability towards the consignor.
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13. State Transport' trading Terms for Consignment Note Freight are seven days Net from the date of invoice, unless otherwise negotiated/stated. Pre-paid products are strictly Cash on Delivery, unless otherwise negotiated/state
14. Expected trading per annum will exceed the following: \$
15. Rates shall be held firm from Sunday, 8 January 2017- until 30th June 2011 unless stated trading falls more than 20% below that quoted by the client in clause 14.
16. Rates will be reviewed in line with the Transport CPI as governed by the Australian Bureau of Statistics. State Transport reserves the right to increase or decrease all rates contained in this proposal at its discretion without the prior consent or approval of the consignee.
17. All rates are quoted exclusive of GST and Fuel Levies.
18. Cubic conversion factors are applied to the following, unless otherwise stated: below is subject to change without notice:
 - Domestic Road Express - 250kg = 1m³
 - Domestic Air Express - 250kg = 1m³
 - Domestic General & Rail - 333kg = 1m³
 - International Air - 167kg = 1m³
 - Sea Freight - 1000kg = 1m³
19. Any requirement for the re-delivery of a consignment shall constitute a fresh transaction and will be charged as such.
20. Uncrated Machinery will be cubed to a minimum height of 2.4 meter's.
21. Waiting time of \$75.00 per hour or part thereof will be charged after the first half hour of either loading and/or unloading, this is applicable to any or all carriers utilised through State Transport
22. State Transport reserves the right to charge \$5.00 per Proof of Delivery should demand become excessive.
23. Unless otherwise stated, a Dangerous Goods Surcharge of 25% applies for any or all carriers utilised through State Transport
24. No account service fee will be charged to your invoice/statement.
25. It is agreed that no employee, servant or agent of State Transport, or any other person has any power to waive or vary any of these terms or conditions unless such waiver or variation is in writing and signed by an executive officer of State Transport.
26. All the rights, immunities and exemptions from liability in these terms and conditions shall continue to have their full force and effect in all circumstances, notwithstanding any breach of this contract or of any these terms and conditions by State Transport or any other person entitled to the benefit of such provisions irrespective of whether such may constitute a fundamental breach of contract or a breach of a fundamental term.
27. These conditions of carriage are to be interpreted so that they do not infringe against any law. Any provision that does so infringe, shall be read down to the extent necessary to give it, if possible, an operation of a partial character, but if it cannot be so read down it shall be deemed to be severable. If any provision is held invalid by a court, that provision shall be disregarded and the remainder of these conditions shall continue in force.
28. These terms and conditions shall be governed by and in accordance with laws of the state of Victoria, Australia and any proceeding brought against State Transport shall be brought in Victoria only.