

Brisbane Sandstone

TERMS AND CONDITIONS

Price and Payment

Time for payment for the Products shall be of the essence and will be stated on the invoice, consignment note, airway bills, manifests or any other forms relating to the sale. If no time is stated the payment shall be due in thirty (30) days following the end of the month in the which the statement is posted to the Client's address or address for notices.

GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

Charges Earned

Brisbane Sandstone charges shall be considered earned in the case of Goods for carriage as soon as the Goods are loaded and despatched to the Client's premises.

Client's Responsibility

The Client expressly warrants Brisbane Sandstone and its delivery subcontractors that the client is either the owner or the authorised agent of the owner of any Goods or property that is the subject matter of this contract of cartage and/or the storage thereof and by entering into this contract the Client accepts these Conditions of Contract for the Consignee as well as for all other persons on whose behalf the client is acting.

Delivery

It is the Client's responsibility to ensure that Brisbane Sandstone and its delivery subcontractors has clear and free access to the delivery location to enable them to offload the Goods. Where Brisbane Sandstone and its delivery subcontractors acts on the clients instructions to offload the Goods at a specific locations, then Brisbane Sandstone and its delivery subcontractors shall not be liable should the Goods or the vehicle delivering the Goods cause any loss or damage to the site.

Loss or Damage

Subject to any statutory provisions imposing liability in respect of the loss of or damage to the Goods (including but not limited to perishable or fragile goods):-

- a) Brisbane Sandstone and its delivery subcontractors shall not be under any liability for any damage to, loss, deterioration, miss-delivery, delay in delivery or non-delivery of the Goods (whether the Goods are or have been in the possession of Brisbane Sandstone and its delivery subcontractors or not) nor for any instructions, advice, information or service given or provided to any person, whether in respect of the Goods or any other thing or matter, nor any consequential or indirect loss, loss of market or consequences of delay; and
- b) the Client will indemnify Brisbane Sandstone and its delivery subcontractors against all claims of any kind whatsoever, howsoever caused or arising brought by any person in connection with any matter or thing done, said or omitted by Brisbane Sandstone and its delivery subcontractors in connection with the Goods.

Unpaid Seller's Rights to Dispose of the Goods

Brisbane Sandstone and its delivery subcontractors shall have a lien on any Goods (and any documents relating to those Goods) in the possession or control of Brisbane Sandstone and its delivery subcontractors for all sums payable by the client to Brisbane Sandstone and its delivery subcontractors and Brisbane Sandstone shall have the right to sell such Goods or cargo by public auction or private treaty after giving notice to the Client. Brisbane Sandstone and its delivery subcontractors shall be entitled to retain the sums due t it in addition to the charges incurred in detention and sale of such Goods or cargo, from the proceeds of the sale and shall render any surplus to the entitled person.