

Ontime Haulers – Disclaimer

In these Terms and Conditions, 'Carrier' shall refer to the company Ontime Haulers Pty Ltd. 'Carriage' shall encompass all operations and services performed by Ontime Haulers Pty Ltd in connection with the goods. 'Goods' shall denote the cargo accepted from the consignor, along with any containers, packaging, or pallets supplied by or on behalf of the consignor. 'Sub-Contractor' includes any individual or business who, pursuant to a contract or arrangement with any other party (whether or not Ontime Haulers Pty Ltd), carries out or agrees to perform the carriage or any part thereof.

Ontime Haulers Pty Ltd Status

Ontime Haulers Pty Ltd is not a Common Carrier and shall not assume any liability as such. All goods are transported and all storage and related services are executed by Ontime Haulers Pty Ltd solely under these conditions. Ontime Haulers Pty Ltd reserves the right to decline the carriage or transport of goods for any person, corporation, or company and for any class of goods at its discretion.

Authorization and Warranties

- (i) It is understood that the individuals or businesses delivering goods to Ontime Haulers Pty Ltd for carriage or forwarding is authorized to sign the consignment note for the consignor.
- (ii) The Consignor warrants that, in agreeing to these terms, they are, or have the authority of the person or persons owning or having any interest in the goods or any part thereof.
- (iii) Without prejudice to the generality of the foregoing, the consignor undertakes to indemnify Ontime Haulers Pty Ltd in respect of any liability whatsoever regarding the goods to any person (other than the consignor) who claims to have, or who may hereafter have any interest in the goods or any part thereof.

Sub-Contracting and Liability

- (i) Ontime Haulers Pty Ltd and any sub-contractor are entitled to sub-contract the whole or any part of the carriage.
- (ii) The consignor undertakes that no claim or allegation shall be made, whether by the consignor or any other person interested in the goods, against any person (other than Ontime Haulers Pty Ltd) by whom the carriage or any part thereof is performed or undertaken, which imposes or attempts to impose liability in connection with the goods, whether or not arising out of negligence on the part of such person. In such cases, the consignor shall indemnify Ontime Haulers Pty Ltd and the person against whom such a claim or allegation is made.

Limitation of Liability

Ontime Haulers Pty Ltd shall not be liable to the consignor for any physical loss or damage in respect of the carriage of the goods, before its pick up and after the completion of the delivery.

Deviation and Delivery

Ontime Haulers Pty Ltd is authorized to make any necessary deviations from the usual route or manner of carriage of goods in its absolute discretion. Ontime Haulers Pty Ltd is also authorized to deliver goods to the address nominated by the consignor. If the nominated place of delivery is unattended or delivery cannot be otherwise effected, Ontime Haulers Pty Ltd may deposit the goods at that place or store them, or reattempt the delivery with expenses to be borne by the consignor.

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Responsibility for Charges and Payment

The consignor is responsible for all proper charges incurred. A charge may be made by Ontime Haulers Pty Ltd for any delay in excess of thirty minutes in loading or unloading, not caused by the Carrier. Labor for loading and unloading goods is the responsibility and expense of the consignor or consignee. Ontime Haulers Pty Ltd's charges are considered fully earned upon loading and dispatch from the consignor's premises and are payable and non-refundable in any event.

Lien on Goods and Documents

Ontime Haulers Pty Ltd shall have a lien on the goods, documents relating thereto, and any other goods of the consignor in its possession or control for all sums payable by the consignor. Ontime Haulers Pty Ltd has the right to sell such goods by public auction or private treaty without notice to the consignor for the purpose of satisfying these sums.

Hazardous Goods and Compliance

The consignor shall not tender for carriage any hazardous goods without providing a full description and complying with all relevant laws and regulations. The consignor warrants that the goods are adequately packed to withstand the ordinary risks of carriage and indemnifies Ontime Haulers Pty Ltd for any liability resulting from failure to comply with these warranties.

Conformity and Indemnification

The consignor is responsible for ensuring that containers, packaging, or pallets conform to the requirements of the consignee. Any expenses incurred by Ontime Haulers Pty Ltd due to non-conformity shall be borne by the consignor.

Waiver and Variation

No servant, agent, or person has the power to waive or vary any terms hereof unless such waiver or variation is in writing and signed by an executive officer of Ontime Haulers Pty Ltd.

Claims and Time Limits

Claims for loss or damage to goods must be lodged in writing at an office of Ontime Haulers Pty Ltd within fourteen (14) days after delivery was effected or would have been in the ordinary course of business. Ontime Haulers Pty Ltd shall be discharged from all liability unless suit is brought within six months from the date of delivery.

Continuing Effect and Unenforceable Provisions

All rights, immunities, limitations of liability, and other terms herein shall continue to be in full force and effect. Unenforceable provisions shall not affect any other part of these terms and conditions.

Applicable Laws

These conditions shall apply in Queensland and where subject to the Carriage of Goods by Land (Carriers Liability) Act 1967 of that State, except to the extent they are void by operation of that Act. Ontime Haulers Pty Ltd remains subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) where applicable and prevents the exclusion, restriction, or modification of any such warranty.