



# ANYTIME REFRIGERATED TRANSPORT — CONDITIONS OF CARRIAGE

Version 1 • 20 June 2026 • 10–18 Waterview Close, Dandenong South VIC 3175

## IMPORTANT NOTICE

Please read these conditions in full. You will be bound by them if we carry, handle or store goods for you. In particular, note that:

- By accepting these conditions you warrant that you are acquiring our services for the purposes of a business, trade, profession or occupation, and that the consignee carries on or is engaged in a business in relation to the goods, unless you tell us otherwise in writing before we agree to provide the services (see clauses 4.2(g) and 4.2(h)).
- Our prices are set on the basis of the exclusions and limits in these conditions.
- To the extent permitted by law, we are not liable for loss of or damage to goods unless the loss or damage was caused by our proven negligence or wilful misconduct. Even where we have been negligent, you may not recover the full value of lost or damaged goods, because our liability is limited to **\$20,000** per incident (see clause 6.5). If you want us to accept a higher limit for your goods, contact us before carriage.
- **We carry temperature-controlled goods. You are responsible for presenting goods pre-cooled to the correct temperature and for giving us the carriage temperature in writing. See clause 11.** We are not liable for deterioration caused by goods being presented outside their correct temperature, or where no carriage temperature was nominated.
- We recommend you (or the owner of the goods) arrange your own insurance over the goods. If we store goods for you, you must insure them (see clause 13).
- We do not carry **Excluded Goods** (clause 1.1). You must not include any Excluded Goods in a consignment.
- If we agree to carry goods that are not for business purposes, you have the benefit of the consumer guarantees in the Australian Consumer Law, which cannot be excluded (see clause 20.1).

## CONDITIONS OF CARRIAGE

### 1. Definitions and interpretation

**1.1** In these conditions:

**Authority** means any legal or administrative authority exercising jurisdiction in an Australian state or territory.

**Business Day** means a day other than a Saturday, Sunday or public holiday in the state where the Carriage is to be provided.

**Carriage** means the whole of the operations and services performed by the Carrier or anyone on the Carrier's behalf in respect of the Goods, including transport, loading, unloading, packing, handling, unpacking, refrigeration, temperature control, Storage, and the provision of advice.

**Carrier** means **J&N Dhaliwal Pty Ltd (A.B.N. 54 163 319 999)** trading as Anytime Refrigerated Transport, under that or any other business name.

**Chain of Responsibility Law** means the Heavy Vehicle National Law as enacted in any Australian state, and any other Commonwealth, state or territory law dealing with the obligations of parties involved in the transport of goods by road.

**Cold Chain** means the maintenance of goods within a specified temperature range from the point of collection through to delivery.

**Consequential Loss** means any indirect or consequential loss; loss of use; loss of product or production; inability to produce, deliver or process; wasted expenditure; loss of profit, revenue, bargain, contract, expectation or opportunity; liquidated, punitive or exemplary damages — in each case arising from or in connection with the Carriage, whether or not foreseeable.

**Consignment** means the goods carried at any one time from the Consignor in a single load from one address in Australia to another address in Australia.

**Consignor** means the person engaging the Carrier.

**Container** includes any container, trailer, transportable tank, pallet, flat rack or other unit used to consolidate Goods.

**Damage** means physical damage and includes deterioration, spoilage, evaporation and contamination.

**Dangerous Goods** means goods that are or may become noxious, dangerous, flammable or damaging, or that may harbour vermin or other pests, or that may harm any property.

**Excluded Goods** means: cigarettes, tobacco and tobacco products; cash, securities and negotiable instruments; bullion, precious metals, stones, gemstones, jewellery and works of art; antiques; Dangerous Goods (unless agreed in writing); firearms and ammunition; motor vehicles and bicycles (unless crated or boxed); animals and livestock; human blood or tissue; live plants, flowers or trees; glass (unless framed); white goods not in original packaging; household furniture and personal effects (unless new or boxed); and Regulated Waste.

**Force Majeure Event** means any event beyond the Carrier's reasonable control, including acts of God, lightning, earthquakes, floods, storms, fires and natural disasters; acts of war, terrorism, riots, civil commotion, malicious damage, sabotage; nuclear accidents; strikes and industrial disturbances; road closure or congestion; quarantine or customs restriction; epidemic or pandemic; cyberattack, ransomware or cyber sabotage; interruption of power supply or scarcity of fuel; and any accident, collision or breakdown of a vehicle, machinery or equipment (**including failure of refrigeration equipment that is not caused by the Carrier's proven negligence**).

**Goods** means the property accepted by the Carrier from, or at the request of, the Consignor for Carriage, including any Container or packaging supplied by or on behalf of the Consignor.

**Law** means applicable statutes and associated regulations, rules, by-laws, requirements and approvals.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Regulated Waste** means commercial or industrial waste where dealings with that waste are regulated by any Law.

**Storage** means receiving Goods into a storage location, storing Goods, and handling inbound and outbound Goods at that location.

**Subcontractor** includes any person who, under a contract or arrangement, performs or agrees to perform any part of the Carriage.

**1.2** In these conditions: a reference to a person includes individuals and bodies corporate, associations, partnerships, joint ventures and government bodies; headings are for convenience only; the singular includes the plural; "include" and its forms mean "include without limitation"; and all indemnities survive termination.

## **2. Negation of liability as a common carrier**

The Carrier is not a common carrier and accepts no liability as such. All Carriage is performed subject only to these conditions, and the Carrier may refuse the carriage of goods for any person, or of any class of goods, at its discretion.

## **3. Carrier's obligations**

**3.1** The Carrier will:

- (a) take reasonable care to protect the Goods and to follow any special handling requirements notified to it by the Consignor;
- (b) provide the Carriage with the skill, care and efficiency expected of a competent carrier;
- (c) at its own expense, hold all licences and accreditations required by Law in connection with the Carriage **(including the Carrier's HACCP, PrimeSafe and NHVAS accreditations where applicable)**;
- (d) use reasonable endeavours to deliver the Goods to the nominated address at the requested date and time, subject to compliance with all Law, including Chain of Responsibility Law;
- (e) where it Stores the Goods, account for all Goods received and use storage appropriate to their nature; and
- (f) use reasonable endeavours to comply with the Consignor's reasonable and lawful directions, including nominated carriage temperatures.

**3.2** The Carrier does not warrant or guarantee particular collection or delivery times.

**3.3** Pallets remain the responsibility of the Consignor and will not be exchanged unless separately agreed in writing.

**3.4** To the extent permitted by law, all conditions, guarantees and warranties otherwise implied into these conditions (including as to merchantability or satisfactory quality) are excluded.

## **4. Consignor's warranties, obligations and indemnities**

**4.1** The Consignor must:

- (a) ensure that loading the Goods will not cause any vehicle to exceed any dimension or mass limit under Chain of Responsibility Law;
- (b) where the Goods require special treatment or handling (including a carriage temperature), give written notice to the Carrier; and
- (c) provide all documents, information and assistance necessary for the Carrier to comply with Law or any Authority.

**4.2** The Consignor warrants that:

- (a) the Goods are fit for Carriage and packed adequately to withstand the ordinary risks of Carriage, having regard to their nature;
- (b) it is authorised by all persons with an interest in the Goods to accept these conditions on their behalf;
- (c) the Goods do not include any Excluded Goods;
- (d) all details supplied about the Goods — description, items, pallet spaces, quantity, weight, volume, quality, value, measurements **and required carriage temperature** — are correct;
- (e) there is safe road access for the Carrier's vehicles to the collection and delivery points;
- (f) safe and adequate loading facilities and equipment are available at collection and delivery;

- (g) unless the Consignor advises the Carrier in writing before the Carrier agrees to provide Carriage, the Carriage is for business purposes and the consignee is engaged in a business in relation to the Goods;
- (h) where the Consignor has advised in writing that the Carriage is not for business purposes and the Carrier nonetheless agrees to perform it, the total value of the Goods in any one Consignment does not exceed **\$20,000** unless the Carrier agrees otherwise in writing beforehand; and
- (i) unless declared in writing before Carriage, the Goods are not Dangerous Goods.

**4.3** The Carrier relies on the details supplied by the Consignor but does not admit their accuracy.

**4.4** The Consignor indemnifies the Carrier against all losses, damages, expenses, claims and liabilities arising from a breach of the warranties in clauses 4.2(b), 4.2(c), 4.2(g) or 4.2(h), or from any incorrect declaration as to the purpose of the Carriage, the use of the Goods, or their value.

## 5. Subcontracting

**5.1** The Carrier may subcontract the whole or any part of the Carriage on any terms.

**5.2** Where the Carrier subcontracts, to the extent permitted by Law it remains liable for the Subcontractor's acts and omissions as if they were its own.

**5.3** Every exemption, limitation and immunity in these conditions extends to and protects all Subcontractors, their employees and agents, and any person vicariously liable for them. For this purpose the Carrier acts as agent or trustee on their behalf.

## 6. Liability of Carrier

**6.1** To the extent permitted by Law, the Carrier is not liable (in contract, tort, bailment or otherwise) for any loss of, Damage to, misdelivery, delay in delivery or non-delivery of the Goods, unless caused by the Carrier's proven negligence or wilful misconduct.

**6.2** Any liability is reduced proportionately to the extent the Consignor's or any other person's negligent or wrongful acts caused the loss or Damage.

**6.3** Notwithstanding anything else, to the extent permitted by Law the Carrier is not liable for loss or Damage:

- (a) caused by a Force Majeure Event;
- (b) consisting of Excluded Goods;
- (c) caused by the Carrier following the Consignor's instructions;
- (d) caused by infection or contamination with any virus, bacteria, fungi, pathogen, disease, mould or vermin;
- (e) caused by vibration, road conditions, weather, stone, rain, hail or storm;
- (f) caused by the Goods being inherently defective or in a condition where Carriage cannot be performed without Damage;
- (g) caused by decline or loss of value through the Goods passing their use-by or expiry date;
- (h) becoming apparent only on a stock count or stocktake;
- (i) consisting of mechanical, electrical or electronic breakdown or malfunction of the Goods;
- (j) caused by inherent vice or the nature of the Goods; or
- (k) caused by insufficient or unsuitable packing or preparation; **or**
- (l) caused by the Goods being presented for Carriage outside their correct temperature, not pre-cooled, or where no carriage temperature was nominated in writing (see clause 11).**

**6.4** To the extent permitted by Law, the Carrier is not liable for any Consequential Loss.

**6.5** To the extent permitted by Law, the Carrier's total liability for any loss of, Damage to, misdelivery, delay in delivery or non-delivery of Goods is limited to **\$20,000 per incident**.

**6.6** If the Carrier is liable under clause 6.1, the Consignor is not liable to pay freight charges for the lost or Damaged Goods, calculated pro rata.

**6.7** "Incident" means any event resulting in loss, Damage, misdelivery, delay or non-delivery; all claims from one original cause are treated as one incident.

**6.8** The limit in clause 6.5 does not apply to loss or Damage caused by the Carrier's malicious, deliberate or wilful misconduct, fraud or criminal conduct.

## **7. Shipping containers and ports**

**7.1** Where Goods are transported from an Australian seaport, the Consignor must give prompt written notice of the vessel's estimated arrival and of any event affecting collection (AQIS decisions, border holds, fumigation issues). The Carrier requires at least two Business Days' notice to collect.

**7.2** Where Goods are transported to an Australian seaport, the Consignor must ensure containers are within free time, delivered and packed at least two Business Days before the shipping cut-off, and give at least two Business Days' written notice of pickup and delivery times.

## **8. Route and deviation**

**8.1** The Consignor authorises any deviation from the usual route or manner of Carriage that the Carrier, acting reasonably, considers desirable or necessary.

**8.2** Where a particular method of handling, storage or carriage is agreed, the Carrier will give it priority but, if it cannot conveniently be adopted, may use another method.

## **9. Inspection**

**9.1** The Carrier is not obliged to inspect the Goods but may do so (including opening any Container) to determine their nature or condition or for any reasonably necessary purpose.

**9.2** Where Law requires a Container to be opened for inspection, the Carrier is not liable for any resulting loss, Damage or delay, and the Consignor will pay the cost of opening, unpacking, inspection and repacking.

**9.3** If the Consignor claims Goods were Damaged in the Carrier's custody, it must, on request, allow the Carrier to inspect them.

## **10. Delivery**

**10.1** The Carrier may deliver to the nominated address and is deemed to have delivered if it obtains a receipt or signed delivery docket (including an electronic proof of delivery) from any person at that address.

**10.2** If the delivery point is unattended or delivery cannot be effected, the Carrier will attempt to contact the Consignor for alternative instructions and may charge for following them.

**10.3** If no workable instructions are obtained, the Carrier may deposit the Goods at the nominated place (deemed due delivery) or Store them.

**10.4** Where Goods are Stored under clause 10.3, the Consignor will indemnify the Carrier for all storage costs, and the Carrier may redeliver at the Consignor's expense.

## **11. Temperature-controlled goods and cold chain**

**11.1** The Consignor must, in writing before Carriage, nominate the carriage temperature or temperature range for the Goods.

**11.2** The Consignor must present the Goods pre-cooled to, and at, the correct carriage temperature at the point of collection. The Carrier may refuse, or accept subject to a written exception, any Goods presented outside their correct temperature.

**11.3** The Carrier will carry the Goods at the nominated temperature using reasonable endeavours, but does not warrant the internal temperature of individual Goods, only the set point of the refrigerated equipment.

**11.4** The Carrier is not responsible for breaks in the Cold Chain occurring during loading or unloading carried out by or on behalf of the Consignor or consignee, or while Goods are outside the Carrier's vehicle or equipment.

**11.5** To the extent permitted by Law, the Carrier is not liable for deterioration or spoilage where no carriage temperature was nominated, where the Goods were presented outside their correct temperature, or where the deterioration arises from the nature of the Goods or their use-by or expiry date.

## **12. Storage**

**12.1** Where the Carrier Stores Goods, the Consignor will provide an address for notices, sample signatures of persons entitled to collect, and an inventory.

**12.2** The Carrier may move Goods to another storage location in the same city, with notice to the Consignor.

**12.3** Storage charges do not include removing, packing, unpacking, inspecting, stowing, restoring or delivering.

**12.4** The Consignor must give 48 hours' notice to remove Goods from Storage.

**12.5** The Carrier need not allow inspection or release Goods to anyone other than the Consignor (or a person authorised in writing), or while any amount is owing.

**12.6** The Consignor must remove its Goods within seven days of written notice from the Carrier.

## **13. Insurance**

If the Carrier Stores Goods, the Consignor must maintain insurance in its own name covering loss or Damage while stored, including a waiver of subrogation in favour of the Carrier, and provide a certificate of currency within seven days of request.

## **14. Default and consequences**

Without prejudice to its other remedies, if the Consignor is in material breach of any obligation (including payment), the Carrier may suspend or terminate the Carriage.

## **15. Lien**

**15.1** In addition to its rights under Law, the Goods are accepted subject to a general lien for all charges due or becoming due to the Carrier on any account, whether for those Goods or any other goods carried for the Consignor.

**15.2** If charges remain unpaid for more than fourteen (14) days, or Goods are not collected when required, the Carrier may remove and store the Goods at the Consignor's risk and expense, or — immediately for perishable Goods, otherwise on fourteen (14) days' notice — sell the Goods and apply the proceeds to the debt and costs, paying any balance to the Consignor.

**15.3** The lien attaches when the Goods are accepted for Carriage and is a security interest under the PPSA.

**15.4** On request, the Consignor must do anything needed to ensure the security interest is enforceable, perfected (including by registration) and maintained.

**15.5** To the extent permitted by the PPSA, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 do not apply, and any right to receive a notice or statement under sections 129, 130, 132, 134, 135 or 157 is waived.

## 16. Carrier's charges

**16.1** The Consignor must pay all sums due without deduction, counterclaim or set-off.

**16.2** Charges are due within any agreed written credit terms; otherwise on delivery. On default, all amounts owing become immediately payable.

**16.3** In addition to other charges, the Consignor must pay: storage and loading/unloading costs; any fuel levy (which the Carrier may adjust on reasonable grounds to reflect fuel price movements); additional costs for heavy or over-dimensional transport (permits, escorts, equipment, detours, Authority fees); and all charges under Law including customs charges and excises.

**16.4** The Carrier may charge for any delay (demurrage) not caused by its own default, in accordance with its schedule of rates, commencing when the Carrier reports for loading or unloading. Labour to load or unload is the responsibility and expense of the Consignor or consignee.

**16.5** If the Consignor directs that charges be paid by the consignee or a third party and they are not paid within seven days of delivery or attempted delivery, the Consignor must pay them.

**16.6** (*Optional anti-poaching clause — review with your solicitor.*) If, within 6 months after the last date of Carriage, the Consignor engages a Subcontractor of the Carrier to carry out transport directly, the Consignor must pay the Carrier a placement fee of **[\$[AMOUNT]]** for each such Subcontractor, which the parties agree is a reasonable estimate of the Carrier's replacement cost.

## 17. Dangerous goods

**17.1** If the Carrier agrees to carry Dangerous Goods, they must be accompanied by a written declaration of their nature, and the Consignor must comply with all Law including the Australian Code for the Transport of Dangerous Goods by Road & Rail.

**17.2** If the Carrier reasonably considers Goods to be or to be becoming dangerous and a threat to property or persons, it may destroy, dispose of, abandon or render the Goods harmless without compensation, without prejudice to its right to charge for the Carriage.

## 18. Force majeure

**18.1** The Carrier is not liable for any failure or delay in performance to the extent caused by a Force Majeure Event affecting it.

**18.2** If a Force Majeure Event causes delay or non-performance for 30 days or more, either party may terminate by written notice.

## 19. Notification of claim

**19.1** To the extent permitted by Law, the Carrier is discharged from all liability for the Goods unless written notice of a claim (with particulars) is given to the Carrier within **fourteen (14) days** of delivery (or of the date delivery would ordinarily have occurred), or, for stored Goods, within fourteen (14) days of removal or attempted removal.

**19.2** Clause 19.1 will not apply where the Consignor has a reasonable excuse for late notice, having regard to the extent of the delay.

## 20. Applicable legislation

**20.1** The Carrier remains subject to any terms, guarantees or warranties imposed by the *Competition and Consumer Act 2010* (Cth) or other legislation, but only so far as that legislation applies and prevents their exclusion.

**20.2** The Carrier, Consignor and consignee must comply with all Law, including Chain of Responsibility Law.

**20.3** The Consignor must not impose any requirement that would encourage or require the Carrier or any person on its behalf to speed, drive while fatigued, or otherwise perform the Carriage unsafely or in breach of Law.

## **21. Entire agreement**

**21.1** These conditions contain the entire agreement between the parties.

**21.2** These conditions are the sole basis on which the Carrier provides Carriage. Any document from the Consignor setting out other or alternative terms has no legal effect and does not vary these conditions.

**21.3** The Carrier is not bound by any variation unless in writing and signed by an authorised officer of the Carrier.

## **22. General**

**22.1** These conditions are governed by the law of Victoria, and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

**22.2** A failure or delay by a party in enforcing its rights, or any indulgence granted, is not a waiver.

**22.3** Where the Consignor is two or more persons, their obligations are joint and several.

**22.4** If any provision is invalid or unenforceable, it is severed to that extent without affecting the rest.

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*J&N Dhaliwal Pty Ltd — Anytime Refrigerated Transport — 10–18 Waterview Close, Dandenong South VIC 3175 — A.B.N. 54 163 319 999 — Version 1, 20 June 2026*

