

Taylor Bros Transport Limited

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Web: www.taylorbros.co.nz

GST: 68-325-749

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached. Client's Details: □ Individual ☐ Sole Trader □ Trust ☐ Partnership □ Company ☐ Other: Full or Legal Name: Trading Name: (If different from above) Physical Address: Postcode: Billing Address: Postcode: Email Address: Phone No: Mobile No: Please ensure that you provide two contact numbers, including a mobile number. Personal Details: (please complete if you are an Individual) D.O.B. Driver's Licence No: Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified) Company Number: Date Incorporated: (current owners) Nature of Business: GST No: (if applicable) Credit Limit Required: \$ Paid Up Capital: \$ Estimated Monthly Purchases: \$ Principal Place of Business is: ☐ Rented ☐ Owned ☐ Mortgaged (to whom): Directors / Owners / Trustee (if more than two, please attach a separate sheet) (1) Full Name: D.O.B. Private Address: Postcode: Driver's Licence No: **Phone No:** Mobile No (required): (2) Full Name: D.O.B. Private Address: Postcode: Driver's Licence No: Phone No: Mobile No: Account Terms are 20 Days from EOM Purchase Order Required? ☐ YES □ NO Accounts to be emailed? ☐ YES Accounts Email Address: Accounts Contact: Phone No: Bank and Branch: Account No: Trade References: (please provide companies that are willing to do trade references - ITM, Placemakers, Bunnings, Mitre 10 do not provide these) Address: Phone / Fax / Email: Name: 1. 2. 3. I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Taylor Bros Transport Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract. Client Witness Client **Taylor Bros Transport** Signed: Signed: Signed: Name: Name: Name: Position: Position: Position: Date: Date: Date:

APPROVED BY

DATA INPUTTED

DATE

CREDIT LIMIT

OFFICE USE ONLY

Account / Ref. No.

Taylor Bros Transport Limited – Terms & Conditions of Trade

Taylor Bros 'means Taylor Bros Transport Limited, its successors and assigns or any person acting on behalf of and with the authority of Taylor Bros Transport Limited. Client' means the person's or any person acting on behalf of and with the authority of the Client requesting Taylor Bros to provide the Coods and/or Centres (including any general cartage or wet other documentation, and composal, quotation, order, invoice or other documentation, and composal provides and provides and provides and provides and context on permiss the terms (Coods) or 'Services' shall be interchangeable for the other). Prince' means the Prince payable (plus any Goods and Services 10.1 Tay('GST') where applicable) for the Goods as agreed between Taylor Bros and the Client in accordance with clause 5 below.

Acceptance
The Client is taken to have exclusively accepted and is
immediately bound, jointly and severally, by these terms and
conditions if the Client places an order for or accepted sellevery of **2.** 2.1

the Goods.

These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Client and Taylor Bros. Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act. 2.3

alphacuse provisors or was reasonable to that Act.

In the event that the Goods and/or Services provided by Taylor Bros are the subject to payment on behalf of the Client via a find 11. party (including, but not limited to, multiple property owners and/or contributors.) The Client acknowledges that at all times they will be responsible for the payment of any money due and payable and agrees to honour their colligation for payment in the event that the third party fails to make payment on behalf of the Client.

11.2

Errors and Omissions

Errors and Omissions
The Client acknowledges and accepts that Taylor Bros shall, without prejudice, accept no liability in respect of any alleged or 11.3 actual error(s) and/or omission(s).

(a) resulting from an inadvenent mistake made by Taylor Bros in the formation and/or administration of this contract, and/or (b) contained informitted from any illerature (hard copy and/or electronic) supplied by Taylor Bros in respect of the Services. In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willul misconduct of Taylor Bros, the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

Change in Control
The Client shall give Taylor Bros not less than fourteen (14) days
prior written notice of any proposed change of ownership of the
Client and/or any other change in the Client's area address, contact
phone or fax number's, changes of trustees or business practice).
The Client's hall be liable for any loss incurred by Jaylor Bros as a
result of the Client's failure to comply with this clause.

result of the Client's failure to comply with this clause.

Price and Payment
All Taylor Bross sole discretion the Price shall be either:
(a) Client; or
(b) the Price as at the date of delivery of the Goods according to Taylor Bros current price list; or
(c) Taylor Bros quieted price (subject to dause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thinty (30) days.

Taylor Bros reserves the right to change the Price if a variation to Taylor Bros reserves the right to change the Price if a variation to the basis of Taylor Bros variations on Taylor Bros invoice. The Client's shall be required for respond to any variation submitted by Taylor Bros within ten (10) working days. Failure to do so will entitle Taylor Bros to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their Completion. Payment for all variations must be made in full at the time of their completion.

At Taylor Bros' sole discretion a non-refundable deposit may be

completion.
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Time for payable by the Client on the date's determined by Taylor Bros and the payable by the Client on the date's determined by Taylor (a) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
(b) the date specified on any invoice or other form as being the date for payment. or
(c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Taylor Bros.
Payment may be made by cheque, bank cheque, electronic/onlient and the payable of the contrary of the contrary of the payable of the Client and Taylor Bros.
The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owned to the Client by Taylor Bros nor to withhold payment of any invoice because part of that invoice is in dispute.
Unless otherwise stated the Price does not include GST. In addition, the Price, the Client must pay to Taylor Bros an amount 12.4 Bros under this or any other contract for the sale of the Gods. 12.5 The Client may pay GST without deduction or set off of any other amounts, at the same time and on the same basis as the Client anys the Price, in addition, the Client must pay not per taylor bros and the contract for the sale of the Gods. 12.5 The Client may pay any other taxes 42.6 and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Delivery of Goods
Delivery ("Delivery") of the Goods is taken to occur at the time

at:

the Client or the Client's nominated carrier takes possession
of the Goods at Taylor Bros address; or
Taylor Bros (or Taylor Bros nominated carrier) delivers the
Goods to the Client's nominated address even if the Client is
not present at the address.
Taylor Bros (or the address).
Taylor Bros' sole discretion the cost of delivery is in addition to
Price.

not present at the address. At Taylor Bros sole discretion the cost of delivery is in addition to the Price.

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The Client shall take delivery of the bulk Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that: or client of the control of the control of the control of the price shall be adjusted for rate to the discrepancy. Any time specified by Taylor Bros for delivery of the Goods is an estimate only and Taylor Bros will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods or Services to be delivered at the time and place as was arranged between both parties, in the event that Taylor Bros is unable to supply the Goods or Services as agreed solely due to any action or inaction of the Client (including the site not being ready for delivery), then Taylor Bros shall be entitled to charge a reasonable fee for redelivery, mileage, storage, etc.

Wet Hire
Where Taylor Bros supplies equipment (including trucks) on a
"wet" hire basis, the operator of the vehicle remains an employee
of Taylor Bros and operates the equipment in accordance with the
Client's instructions. As such Taylor Bros shall not be liable for any
actions of the operator in following the Client's instructions.

Risk Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before 15.1 Followery. 15.1

Delivery, and the Joen in flust insure the Goods on or before 15.

If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Clent, Taylor Bros is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Taylor Bros is not production of these terms and conditions by Taylor Bros is 6.

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sole risk.

The Client acknowledges that Goods supplied may show 17.1 variations of grade, size, texture, shade, colour, surface, finish,

markings, veining, and contain natural fissures, occlusions, and indentations. Whilst Taylor Bros will make every effort to match sales samples to the finished Goods Taylor Bros accepts no liability whatsoever for finished Goods that do not match the sales sample

sample.

The Client shall advise Taylor Bros the location of where the Goods are to be unloaded or spread on site, in which case, the Client or the Client's representative shall advise or supervise the rate or speed required to achieve the desired outcome.

Access
The Client shall ensure that Taylor Bros has clear and free access
to the delivery site at all times to enable them to deliver the Goods.
Taylor Bros shall not be liable for any loss or damage to the site
(including, without limitation, damage to pathways, driveways and
concreted or pawed or grassed areas) unless due to the
negligence of Taylor Bros.

Compliance with Laws
The Client and Taylor Bross
The Client and Taylor Bros shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.
The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works.
Taylor Bros has not and will not at any time assume any obligation as the Client's agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health & Safety at Work Act 2015 (the "HSW Act") arising out of the engagement. The parties agree that for the purposes of the HSW Act, Taylor Bros shall not be the person who controls the place of work in terms of the HSW Act.

shall not be the person who controls the place of work in terms of the HSW Act.
In the event the Client requires an employee or sub-contractor of Taylor Brost oundertake a site induction during working hours, the Client will be liable to pay the hourly charges for that period, if any induction is needs to be undertaken prior to the commencement and date then the Client shall be liable to pay Taylor Brost standard 18.1 (and/or overtime, if applicable) howy isbour rate.

10.3

date then the Client shall be liable to pay Taylor Bros' standard 18.1 (and/or overlime, if applicable) hourly liabour rate.

Title
Taylor Bros and the Client agree that ownership of the Goods shall rot of the Client agree that ownership of the Goods shall rot of the Client has paid Taylor Bros all amounts owing to Taylor Bros, and
19. the Client has met all of its other obligations to Taylor Bros, Receipt by Taylor Bros of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 11.1.

It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 11.5.

It is further agreed that until ownership of the Goods and must return the Goods on trust for Taylor Bros and must pay to Taylor Bros the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

(c) the Client holds the benefit of the Client's insurance of the Goods on trust for Taylor Bros and must pay to Taylor Bros and passes of the Goods on the Goods on the thing the passes of the Goods that the Client houst hold the Client houst hold the Client than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods the then of level must hold must pay or deliver the proceeds to Taylor Bros on demand, the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product or traylor Bros and must sell, dispose of or return the resulting product to Taylor Bros as its officer or process the Goods or return by premises where I any for the beaves the Goods are kept and premises where I any for the beaves the Goods are kept and premises where I any for the Bross of the Holds the Client Client of the Goods and onwithstanding that ownership of the Goods and onwithstanding that

of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

Personal Property Securities Act 1999 ("PPSA")
Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:

(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and Goods and/or collateral (activity) interiors and according to the Client to Taylor Bros for Services—that have previously been supplied and 19.3 that will be supplied in the future by Taylor Bros to the Client. The Client undertakes to:

(a) sign, any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Taylor Bros may reasonably require to register a financing statement of infancing change statement on the Personal Property Securities Register or releasing and endough and the property Securities Register, or permit to be registered, a financing change statement in relation to the Condition or a financing change statement in relation to the Coods and/or collateral (account) in favour of a third party without the prior written consent of Taylor Bros and Change in the suburishes practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

[a) Taylor Bros and the Client garger that nothing in sections 19.4 (19.0) and the Client shall unconditionally ratify any actions taken by Taylor Bros under dudes sales the sign of the PPSA shall apply to these terms and conditions.

[b) Taylor Bros and the Client garger that nothing in sections 19.4 (19.0) and the PPSA shall apply to these terms and conditions.

[c) Internative approach is a debtor under sections 116, 19.5 (20)2, 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

[c) The Client waives its rights as a debtor under sections 116, 19.5 (20)2, 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

[c) The Client waives its rights as a debtor under sections 116, 19.5 (20)2, 121, 125, 126, 127, 129, 131 and

Security and Charge In consideration of Taylor Bros agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including), but not limited to, the payment of any

money).
The Client indemnifies Taylor Bros from and against all Taylor 20.
Bros' costs and disbursements including legal costs on a solicitor 20.1
and own client basis incurred in exercising Taylor Bros' rights

and own client basis incurred in exercising I alytor Bro's rights under this clause. The Client irrevocably appoints Taylor Bros and each director of Taylor Bros as the Client's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

Defects
The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Taylor 20.2 Bros of any alleged defect, shortage in quantity, damage of railure to comply with the description or quote. The Client shall afford Taylor Bros an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall all to comply with these 21.1 or champe. For otherches Cooks which Taylor Bros is agreed in writing that the Client is entitled to reject, Taylor Bros liability is limited to either (at Taylor Bros discovering the Goods or repaining the Goods. ted to either (at Taylor Bros' discretion) replacing the Goods or airing the Goods. Jods will not be accepted for return other than in accordance 14.1 above.

with 14.1 above. Subject to clause 14.1, non-stocklist items or Goods made to the Client's specifications are not acceptable for credit or return.

Warranty
For Goods not manufactured by Taylor Bros, the warranty shall be
the current warranty provided by the manufacturer of the Goods.
Taylor Bros shall not be bound by nor be responsible for any term,
condition, representation or warranty other than that which is given
by the manufacturer of the Goods.
Consumer Guarantees Act 1993
If the Client is acquiring Goods for the purposes of a trade or
business, the Client abcondeddges that the provisions of the
Consumer Guarantees Act 1993 do not apply to the supply of
Goods by Taylor Bros to the Client.

Default and Consequences of Default
Interest on overdue invoices shall accrue daily from the date when 22. payment becomes due, until the date of payment, at a rate of two

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erins & Conditions of Irade
and a half percent (2.5%) per calendar month (and at Taylor Bros 227
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if the Client owes Taylor Bros any money the Client shall if the Client owes Taylor Bros any money the Client shall are considered to the Client of the Clie

value, writerier or not due for payment, become immediately 22.4 yalbe if:

any money payable to Taylor Bros becomes overdue, or in 22.5 Taylor Bros opinion the Client will be unable to make a payment when it falls due;
the Client has exceeded any applicable credit limit provided by Taylor Bros;
the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or makes and segment for the benefit of its 22.7 a receiver, manager, liguidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Cancellation Without pro-

Cancellation

Without produce to any other remedies Taylor Bros may have, if 22.8

Without produce to any other remedies Taylor Bros may have, if 22.8

Without produce Client is no breach of any obligation (including those relating to payment) under these terms and conditions Taylor Bros may suspend or terminate the supply of Goods to the Client. 22.9

Taylor Bros will not be liable to the Client for any loss or damage the Client suffers because Taylor Bros has exercised its rights under this clause. Taylor Bros may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving withen notice to the Client. On giving such notice Taylor Bros shall not be client any morey 23. paid by the Client for the Goods. Taylor Bros shall not be failed for 23.1 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Policy
All emails, documents, images or other recorded information held or used by Taylor Bros is "Personal Information" as defined and 23.3 referred to in clause 19.3 and therefore considered confidential. Taylor Bros acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 (the Act) including Part II of the OECD 24.1 Couldenies as set out in the Act. Yardor Bros acknowledges that to the Privacy Act 2020 (the Act) including Part II of the OECD 24.1 Couldenies as set out in the Act. Yardor Bros exhowledges that to disclosure of the Client's Personal Information, held by Taylor Bros that may result in serious harm to the Client. Taylor Bros will 25. notify the Client in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Client by written consent, unless subject to an operation of law of the Client's Personal Information will be the Client Unities Taylor Bros where the Client utilises Taylor 26. The Standard Consense of Cookies where the Client utilises Taylor 26. The Client's Client's

(a) ir auuress, prowerf, email cient type and other similar details;
(b) tracking website usage and traffic; and (c) reports are available to Taylor Bros when Taylor Bros sends an email to the Client, so Taylor Bros may collect and review 27. The properties of the properties of the transport of the transport of the properties of the p

(a) access, collect, retain and use any information about the 28. Client;
(i) including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information helb by the Ministry of Justice for the purpose of assessing the Clients (i) for the purpose of assessing the Client Client. (Client, Client, C

Where the Client is an individual the authorities under clause 19.3 are authorities or consents for the purposes of the Privacy Act 2020.

The Client shall have the right to request (by e-mail) from Taylor Bros, a copy of the Personal Information about the Client retained 30.1 by Taylor Bros correct any incorrect Personal Information about the Client retained 19.4 by Taylor Bros correct any incorrect Personal Information upon the Client's request (by e-mail) or 116 is no longer required unless it is required request (by e-mail or 116 is no longer required unless it is required an interval of the Client's request (by e-mail or 116 is no longer required unless it is required to a significant to the control of the contr

Service of Notices
Any written notice given under this contract shall be deemed to have been given and received:
(a) by handling the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this contract;
(ii) the projected seat to the other party as stated in this

33.
(c) by sending it to the courtesc or the other party as stated in this contract;
(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract;
(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
(e) if sent by email to the other party as taked not not be served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

19.7

Trust:

If the Client at any time upon or subsequent to entering in to the lift that client at any time upon or subsequent to entering in to the trust and the consoling of trustee of any trust ("Trust") then whether or not Taylor Bross may have notice of the Trust, the Client covenants with Taylor Bros as follows:

(a) the contract extends to all injust of indemnity which the Client cown or subsequently may have against the Trust and the trust fund;

now or subsequently may have against the Trust and the trust that; the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the fust stud. The Client will not release the right of indemnity or comma strength or propriet and the propriet of the trust of the fust of the trust of the trust of the fust of the propriet of the trust of the fust o

(iv) any resettlement of the trust property.

General

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, or shall it affect that party's right to subsequently enforce that provision. The provision of the provision

Both parties warrant that they have the power to enter into this both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

ADDITIONAL TERMS AND CONDITIONS OF CARTAGE

Definitions

Definitions

"Sub-Contractor" means and includes.

(a) any other person or entity with whom the Carrier may arrange for fit be carriage or storage of any Materials the subject of the contract. or

(b) any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to 10 in sub-clauses 23.1 (a). Or in sub-clauses 23.1 (a). Or in sub-clauses 23.1 (a). What is a sub-clause and the sub-clause of the persons referred to 10 in sub-clauses 23.1 (a). Or in sub-clauses 23.1 (b). What is a sub-clause and the sub-clause of the persons referred to the persons and the sub-clause of the persons referred to the persons and person to the moved from one place to another by way of the Services.

Acceptance
The Client expressly warrants to Taylor Bros that the Client is
either the owner or the authorised agent of the owner of any
Materials to be transported by Taylor Bros.

Price and Payment
Taylor Bros may charge freight by weight, measurement or value,
and may all any time re-weigh, or re-value or re-measure or require
that disteriate to be re-weighed, or re-valued or re-measured and
charge proportional additional regist recoordingly.

Taylor Bros Is Not A Common Carrier
Taylor Bros Is not a Common Carrier
Taylor Bros is not a Common Carrier and will accept no liability as
such. All articles are carried or transported and all storage and
other Services are performed by Taylor Bros subject only to these
conditions and Taylor Bros reserves the right to refuse the
carriage or transport of articles for any person, corporation or
body, and the carriage or transport of any class of articles at its
discretion.

Dangerous Materials
Unless otherwise agreed in advance in writing with Taylor Bros,
the Client or the Client's authorised agent shall not tender for
carriage or for storage any explosive, inflammable or otherwise
dangerous Materials. The Client shall be liable for and hereby
indemnifies Taylor Bros for all loss or damage whatsoever caused
by any dangerous Materials.

Insurance
The Client acknowledges that:
The Client acknowledges that:
(a) Taylor Bros is under no obligation to arrange insurance of the Materials and it remains the Client's responsibility to ensure that the Materials are insured adequately or at all, and bely to the control of the Client's responsibility to ensure that the Materials are insured adequately or at all, and the control of the control of the Client's responsibility o

Risk
The Client acknowledges that the Materials are transported at the
Client's own risk. Taylor Bros shall not be under any liability for
any loss or damage to the Materials whatsoever or howsoever
arising (unless such loss or damage is due to the wildli neglect of
Taylor Bros). Taylor Bros limitation of liability shall include all
actions, proceedings, dains, demands, liabilities, either express
or implied, and all costs, losses, losses of profit, damages and
expenses whatsoever which may be taken against Taylor Bros or
incurred or become payable by Taylor Bros.

Route Deviation
The Client shall be deemed to authorise any deviation from the usual route or manner of carriage of Materials that may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.

Charges Earned
The Carrier's charges shall be considered earned in the case of
Materials for carriage as soon as the Materials are loaded and
dispatched from the Client's premises.

Demurrage
The Client will be and shall remain responsible to the Carrier for all tils proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period shall Labour to load or unload the vehicle of all to day or unloading or unloading or unloading or unloading expense of the Client or Consignes.

Consignment Note It is agreed that the person delivering any Materials to the Carrier for carriage or forwarding is authorised to sign the consignment note for the Client.