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 ABN 71 002 187 046

STRICTLY CONFIDENTIAL
 All fields must be completed. If
 not applicable write N/A.

TRADE CREDIT APPLICATION

Customer details

Applicant for credit			
ABN		ACN	
Registered business name			
Trading address			
Postal address			

Entity type:

- Sole Trader
 Partnership
 Private Company
 Public Company
 Trust
 Other

If subsidiary, name of parent company		Date business commenced	
If trustee, name of the trust			

Contact details of proprietors/partners/directors

Name	Position	Address	Phone

Contact person/s for account

Name	Position	Email address	Phone

Trade references

Name	Address	Phone

CONDITIONS OF CREDIT (INCORPORATING SERVICE CONDITIONS)

The Customer:

- (a) certifies that the information provided above in this Trade Credit Application is complete and correct;
- (b) confirms that the directors or proprietors of the Customer have never been bankrupt, nor have they been involved as a director or manager of a company that has been wound up, entered into an arrangement with creditors or had an administrator, receiver or receiver and manager appointed; and
- (c) agrees, if this application for credit is approved, to be bound by the following conditions.

1. DEFINITIONS/MISCELLANEOUS

- 1.1 In these conditions, unless the context indicates otherwise:

'Carrier' means Ron Crouch Transport Pty Ltd (ACN 002 187 046).

'Customer' means the applicant for credit whose particulars are set out in the 'Trade Credit Application'.

2. GENERAL

- 2.1 Unless otherwise agreed in writing by the Carrier, any conditions of a Customer's order inconsistent with these conditions are expressly rejected by the Carrier.
- 2.2 A quotation provided by the Carrier will not constitute an offer to provide transport services or other goods or services to the Customer. No contract for the provision of services will exist between the Carrier and the Customer until a Customer's order has been accepted by the Carrier. The Carrier may, in its absolute discretion, accept or refuse any order submitted by the Customer.
- 2.3 If there is any variation to any of the information supplied by the Customer to the Carrier, or any change to the structure or nature of the Customer's business (such as the conversion from a partnership to a company) the Customer must immediately notify the Carrier in writing and complete a new application for credit, which will be considered by the Carrier.
- 2.4 Where the Customer is a trustee, the Customer agrees to produce a copy of the trust deed (together with any amendments) within seven days of any request by the Carrier. The Customer warrants that it has the power and authority to enter into these conditions on behalf of the trust and agrees to be bound by these conditions both personally and as a trustee, regardless of whether or not it discloses to the Carrier that it is a trustee at the time of entering into these conditions.

3. TERMS OF CREDIT

- 3.1 The Customer must pay for all transport services and other goods or services provided within 30 days from the end of the month in which the Carrier's invoice is dated.
- 3.2 If the Customer defaults in making any payment in accordance with these conditions, then all amounts owed to the Carrier will immediately become due and payable. The Carrier will be entitled to charge interest at the rate of 10% per annum on all overdue amounts from the due date for payment until the date of actual payment.

- 3.3 The Customer must pay any legal costs (on an indemnity basis), collection costs or dishonoured cheque fees incurred in relation to any default in payment by the Customer.

- 3.4 The Carrier may withdraw or vary the terms of the Customer's credit facilities at any time without notice to the Customer or any guarantor of the Customer.

4. SERVICE CONDITIONS

The Carrier is not a common carrier. All services provided by the Carrier, including but not limited to transport and storage services, are subject to the Carrier's Service Conditions as amended from time to time. The Customer acknowledges having received, read and understood the Carrier's Service Conditions as in force at the date of signing this Trade Credit Application.

The Customer also acknowledges receipt of a copy of the Carrier's Pooled Equipment Policy, referred to and incorporated in the Service Conditions.

5. CERTIFICATE

- 5.1 A certificate signed by a director of the Carrier stating money payable by the Customer to the Carrier will be prima facie evidence of the amount payable by the Customer.

- 5.2 The Customer agrees to accept service of any document required to be served (including any notice under these conditions, the Service Conditions or any originating process) by prepaid post to any address nominated in this Trade Credit Application or any other address later notified to the Carrier by the Customer.

6. MISCELLANEOUS

- 6.1 These conditions (and the Carrier's Service Conditions, which are incorporated into these conditions) represent the entire agreement of the parties with respect to the provision of services to the Customer and the provision by the Carrier of credit to the Customer and supersede all prior representations, agreements, statements and understandings between the parties.

- 6.2 The failure by the Carrier to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor as a waiver of the Carrier's right, at a later time, to enforce the provision.

- 6.3 Where the Customer comprises two or more persons, these conditions bind them jointly and severally.

7. LAW

- 7.1 This agreement will be construed in accordance with the laws in force in the state of New South Wales and the Customer irrevocably and unconditionally submits to the jurisdiction of the courts of New South Wales.

- 7.2 If any provision of this agreement is invalid, illegal or unenforceable, that provision will, to the extent that it is invalid, illegal or unenforceable, be treated as severed from this agreement without affecting the validity or enforceability of the remaining provisions.

Privacy Act 1988— Collection Statement

Ron Crouch Transport Pty Ltd (ACN 002 187 046) is committed to protecting the privacy of your personal information. You can access our full privacy policy at www.crouchtransport.com.au.

Our primary purpose for collecting your personal information is to assess your application for credit and, more generally, to provide you with packaging, storage, distribution or general freight and transport services.

We may also use or disclose the personal information for another purpose such as to keep records of transactions to assist in future enquiries and enhance our relationship with you. Our usual process of collecting your personal information for credit purposes is to collect it directly from you or your trade references.

Your personal information may be disclosed to other entities such as our subcontractors and agents, other providers of freight and transport services, government bodies, other entities within the Carrier's corporate group and insurance providers and brokers.

We do not disclose your personal information to overseas recipients. We do not disclose your credit information to any credit reporting body.

Our detailed privacy policy at [Privacy Policy \(crouchtransport.com.au\)](http://www.crouchtransport.com.au) includes further information on how you can access and seek correction of your personal information and how you can complain about a breach of your privacy. The policy also contains information about how we will deal with a complaint. If you have any concerns about the privacy of your personal information, please contact our Privacy Officer on 02 6923 3333 or by email at jessica.henze@crouchtransport.com.au.

IMPORTANT NOTICE

By signing this Trade Credit Application, you acknowledge that a copy of our Service Conditions has been made available to you and that you have read, understood and agreed to our Service Conditions. In particular, you acknowledge that:

- our services are priced based on the exclusions and limitations as set out in our Service Conditions;
- to the extent permitted by law, we will not be liable for any loss of or damage to goods, unless you prove that the loss or damage was caused by our negligence or wilful misconduct;
- the general effect of the provisions in our Service Conditions is that, even if you prove we have been negligent, you may not be able to recover the full value of any lost or damaged goods;
- because of these considerations, we recommend that any goods are covered by an appropriate insurance policy taken out by you, or the owner of the goods; and
- if we store goods for you, you must take out a policy of insurance over those goods.

I certify that the information I have supplied in this Trade Credit Application is true and correct and that I am authorised by the Customer to make this application for trade credit on its behalf. I have read and understood the Conditions of Credit which form part of and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed by the Customer on this ____ day of _____ 20 ____

CUSTOMER

WITNESS

Signed

Signed

Name

Name

Position

POOLED EQUIPMENT POLICY

This policy applies to the receiving and despatch of all pooled equipment.

General

- Transfers to our accounts are allowed only after authorisation is given by Senior Management in writing and in accordance with this policy.
- We do not exchange equipment upon receipt of goods. All equipment must be transferred.
- We also do not provide empty equipment to customers unless a signed commercial agreement is in place. This agreement is called a Pallet Bank. Charges will apply.
- Upon delivery of goods, a transfer docket must be provided. Transferring the pallets to us from the sender or the Transport Company performing the delivery.
- If you require a signed copy of the transfer docket, you are to provide two (2) copies. If only one transfer is provided, this will remain with us.
- By transacting pallet movements with the account number listed, agreement to this Pooled Equipment Policy is recognised, acknowledged, and accepted.
- Transfers should be to the end receiver whenever possible. If the end receiver is an RCT warehouse the transfer should be to RCT.

Equipment Types

- We accept only Wooden Pallets from CHEP and Loscam, any other equipment type transferred onto our account will be rejected.

Account details

Equipment	Account Number
Chep	4000515767
Loscam	272756

Pallet Transfers ON

- Transfers onto our accounts will not be accepted without a clear and identifiable signature and agreed reference being our purchase order number or RCT connote number clearly recorded.
- It is the sender's responsibility to ensure all pallet transfer documentation is filled out correctly and processed with the supplier. Failure to do so may result in correction or rejection of the transfer.
- We reserve the right to amend or reject if the transfer is deemed incorrect upon arrival.
- The transfer and effective date on the docket will be the date received or collected plus 7 days. If the effective date is incorrect, it will be corrected.
- To make it easier for all a CHEP Equipment Days Offset (EDO) rule can be implemented, which means you can transfer on the date of receipt and the CHEP system will automatically apply the agreed delay. To have an EDO established, please complete your sections within the attached CHEP "Trading Rule Request" document and return it to us to process with CHEP.

Pallet Transfers OFF

- We will transfer pallets directly to the end receiver or 3rd party carrier, applying any relevant rules agreed between the parties, if no rule applies the effective day will be the day of delivery.
- The transfer will be raised for each consignment (or manifest), our consignment note (or manifest) number is the reference, along with any receiving customers requirement.
- If the receiver does not have an account, the equipment must be exchanged in full at the time of delivery, if the equipment in full is not available stock will be hand unloaded. Charges will apply.
- A movement docket will be raised for each exchange, any variances is detailed and managed in 2ic pallets, charges will apply for collection of equipment not exchanged at the time of delivery. If not returned within 7 days, the pallets will be deemed as unrecoverable, and a compensation invoice will be raised at a charge of \$50 per pallet. In the event that there is a corresponding transfer onto our account, the Transfer ON will be rejected in lieu of a charge.

Processing of transfers & dispute resolution

- Supplier must receive the transfer within 60 days from the movements date to be accepted.
- Any transfers processed between 61 – 180 days will be corrected with the new movement date being the invoice date that the movement appeared on.
- Requests for documentation supporting the transfers must be emailed within 5 working days from the date of request, if not the transfer will be rejected. Documentation must include a signed pallet transfer docket.
- All queries for unprocessed, rejected, or corrected transfers must be made via email detailing in the subject line the transfer number and attaching the original transfer docket, along with all documentation to support the claim.
- If the query is successful, the following will apply.
- 1 – 90 days from movement date, processed at the original effective date.
- 91 – 180 days from movement date, processed at the enquiry date.

Industry standards state that claims over 180 days will not be investigated, however, aged claims will be reviewed on a case-by-case basis at the discretion of Senior Management.

Depending on the age, administration charges may apply.

Please read all the following conditions carefully. You will be bound by these conditions if we provide services at your request or on your behalf. Please note that:

- Our services are priced based on the exclusions and limitations set out in these conditions;
- To the extent permitted by law, we will not be liable for any loss of or damage to goods, unless you prove that the loss or damage was caused by our negligence or wilful misconduct;
- The conditions provide for various exclusions of liability and limits on our liability for loss of or damage to goods. These exclusions and limits are set out in clause 6;
- The general effect of these provisions is that, even if you prove we have been negligent, you may not be able to recover the full value of any lost or damaged goods;
- Because of these considerations, we recommend that any goods are covered by an appropriate insurance policy taken out by you, or by the owner of the goods; and
- If we store goods for you, you **must** take out a policy of insurance over those goods (see clause 12).

SERVICE CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions:

Authority includes any legal or administrative authority exercising any jurisdiction within an Australian state or territory.

Carrier means Ron Crouch Transport Pty Ltd (ACN 002 187 046) trading under its own name and any other business name.

Chain of Responsibility Law means the Heavy Vehicle National Law as enacted in any Australian state, the *Road Traffic (Administration) Act 2008* (WA) and the *Road Traffic (Vehicles) Act 2012* (WA) and any other Commonwealth, state or territory Law dealing with the obligations of parties involved in the transport of goods by road.

Consequential Loss means any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; liquidated damages; punitive or exemplary damages; in each case arising from or in connection with the performance of Services and whether or not foreseeable at the time of entering into any agreement incorporating these conditions.

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

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

Dangerous Goods means Goods that are or may become noxious, dangerous, flammable or damaging or that may harbour or encourage vermin or other pests, or that are or may become liable to harm any property whatsoever.

Force Majeure Event means acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage, explosions, nuclear accidents, strikes, labour disputes and other industrial disturbances, any road closure or

congestion of roads, any quarantine or customs restriction, epidemic or pandemic, cyber warfare, cyberattacks, ransomware attacks, cyber sabotage, any interruption of power supply or scarcity of fuel or any accident, collision or breakdown of a vehicle, Crane, machinery or equipment.

Goods means the property accepted by the Carrier from, or at the request of, the Consignor for the provision of Services and includes any Container or packaging supplied by or on behalf of the Consignor.

Law includes applicable statutes, regulations, proclamations, orders, bylaws, requirements and approvals.

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

Services means any operations or services undertaken by or on behalf of the Carrier (whether gratuitously or not), in any way connected with Goods including loading, unloading, packing, unpacking, handling, weighing, transporting and Storage of Goods, towing a trailer, completing documents and the provision of any advice.

Storage means receiving Goods into a storage location operated by or on behalf of the Carrier including any confirmation of quantities and batch numbers, storing Goods and handling inbound and outbound Goods at the storage location.

Subcontractor includes any person who pursuant to a contract or arrangement with any other person (whether or not the Carrier) performs or agrees to perform the Services or any part of them.

1.2 In these conditions:

- (a) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (b) headings are included for convenience only and do not affect the interpretation of these conditions;
- (c) words importing the singular include the plural and vice versa and words importing a gender include other genders;
- (d) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) wherever 'include' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)';
- (f) terms used have the same meaning as under the PPSA; and
- (g) all indemnities survive the termination or expiration of any agreement incorporating these conditions.

2. NEGATION OF LIABILITY AS A COMMON CARRIER

The Carrier is not a common carrier and will accept no liability as such. All Goods are carried, and all Services are performed by the Carrier subject only to these conditions and the Carrier reserves the right to refuse, in its discretion, to provide Services in respect of any goods.

3. CARRIER'S OBLIGATIONS

3.1 The Carrier will:

- (a) take reasonable care to protect and safeguard the Goods and to follow any special handling requirements notified to the Carrier by the Consignor;
- (b) provide the Services exercising the degree of skill, care and efficiency that would be expected from a competent provider of Services;

- (c) at its own expense, hold all licences as may be required by Law in connection with the Services;
- (d) to the extent the Services comprise Storage, account for all Goods received and use modes of Storage appropriate to the nature of those Goods;
- (e) use reasonable endeavours to deliver the Goods to the address nominated by the Consignor and to effect delivery at the date and time requested by the Consignor (subject to compliance with all Law, including Chain of Responsibility Law); and
- (f) use reasonable endeavours to comply with the Consignor's reasonable and lawful directions.

3.2 To the extent permitted by Law, any conditions, guarantees, terms and warranties which would otherwise be imposed or implied into these conditions are excluded. Without limitation, this exclusion applies to any conditions, guarantees, terms or warranties of merchantability or of satisfactory quality applying to the Services.

4. OBLIGATIONS AND WARRANTIES

4.1 The Consignor must:

- (a) ensure that the loading of the Goods onto the Carrier's vehicle will not cause the vehicle to exceed any dimension or mass limits under Chain of Responsibility Law;
- (b) where the Goods are Dangerous Goods, provide written notice to the Carrier and otherwise comply with clause 16;
- (c) where the Goods require special treatment, provide written notice to the Carrier of the special treatment required;
- (d) where required by Law, provide an accurate container weight declaration; and
- (e) provide all documents, information and assistance necessary to allow the Carrier to comply with the requirements of any Authority.

4.2 The Consignor warrants that:

- (a) the Goods are in a fit state to allow the Services to be performed and are packed in a manner adequate to withstand the ordinary risks associated with the Services;
- (b) the Goods within any Container are adequately restrained in accordance with the Load Restraint Guide published by the National Transport Commission;
- (c) it is authorised by all persons owning or having any interest in the Goods (including the consignee) to accept these conditions on their behalf;
- (d) all details supplied with respect to the Goods, including the details of description, items, pallet space, quantity, weight, volume, quality, value and measurements, are correct;
- (e) there is a suitable and safe road and approach for the Carrier's vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;
- (f) safe and adequate commercial loading/unloading facilities and equipment will be available at any place from which any Goods are to be collected and to which any Goods are to be delivered; and
- (g) Services are supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Consignor.

4.3 The Carrier relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Consignor but does not admit their accuracy.

4.4 The Consignor acknowledges and agrees that these conditions set out the sole basis upon which the Carrier will provide Services to the Consignor. The supply or provision by the Consignor of any document setting out other, or alternative, terms will be of no legal effect and will not constitute a variation of these conditions or amount to a new contract or be part of these conditions.

5. SUBCONTRACTING

5.1 The Carrier, at its discretion, may subcontract on any terms the whole or any part of the Services.

5.2 The Consignor agrees that no claim or allegation may be made against any employee, agent, or Subcontractor of the Carrier that imposes or attempts to impose upon such person any liability whatsoever arising out of or in any way connected with the Goods or the Services, whether or not arising out of negligence or a wilful act or omission on the part of any of them, and if such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences of any such claim or allegation.

5.3 Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, limitation, defence and immunity applicable to the Carrier or to which the Carrier is entitled under these conditions will also be available to and will extend to protect:

(a) all Subcontractors;

(b) every employee or agent of the Carrier or of a Subcontractor;

(c) every other person (other than the Carrier) by whom the Services or any part of them is undertaken; and

(d) all persons who are or are found to be vicariously liable for the acts or omissions of any person falling within clauses 5.3(a), 5.3(b) or 5.3(c).

5.4 For the purposes of clause 5.3, the Carrier is or will be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and all such persons will to this extent be, or be deemed to be, parties to any agreement incorporating these conditions.

6. LIABILITY OF CARRIER

6.1 The Goods are at the risk of the Consignor. Neither the Carrier nor any Subcontractor nor any other person who undertakes the Services will, under any circumstances, (except where any legislation otherwise requires) be liable (whether in contract, tort, bailment or otherwise) for any:

(a) loss of the Goods;

(b) Damage to the Goods; or

(c) misdelivery, delay in delivery or nondelivery of the Goods,

whether in the course of Services or otherwise, unless the Consignor proves that such loss, Damage, misdelivery, delay in delivery or nondelivery was caused by the negligence of the Carrier.

6.2 Any liability of the Carrier under clause 6.1 will be reduced proportionately to represent the extent to which the Consignor's (or any other person's) negligent or wrongful act or omission caused the loss, Damage, misdelivery, delay in delivery or nondelivery of the Goods.

6.3 Notwithstanding any other provision of these conditions, the Carrier will not be liable for:

- (a) any loss of or Damage to Goods:
 - (i) caused by a Force Majeure Event;
 - (ii) caused by the Carrier following the Consignor's instructions;
 - (iii) caused by the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;
 - (iv) caused by vibration, road conditions, weather or weather events of any kind whatsoever;
 - (v) caused by the Goods being inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without Damage;
 - (vi) caused by inherent vice or the nature of the Goods;
 - (vii) caused by a decline in value, or loss of value as a result of the Goods becoming past their 'use by' or expiry date;
 - (viii) where such loss becomes apparent as the result of a stock count or stocktake;
 - (ix) where such loss or damage comprises mechanical, electrical or electronic breakdown, derangement, or malfunction of the Goods; or
 - (x) caused by insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary risks associated with the Services; or
- (b) loss of or Damage to Goods comprising electrical or mechanical derangement, shrinkage or ordinary wear and tear;
- (c) loss or damage suffered in connection with any delay in the delivery or collection of Goods; or
- (d) any loss of or Damage to Goods where the loss of or Damage to the Goods occurs during Storage.

6.4 Notwithstanding any other provision of these conditions, the Carrier will not be liable, under any circumstances, for Consequential Loss.

6.5 Notwithstanding any other provision of these conditions, the Carrier's liability arising from any loss of Goods, Damage to Goods or misdelivery, delay in delivery or nondelivery of Goods (including any liability arising from breach of a warranty, guarantee or term imposed or implied by Law) is limited, at the option of the Carrier, to:

- (a) supplying the Services that were supplied with respect to the lost, Damaged or mis/nondelivered Goods, again; or
- (b) payment of the cost of having the Services that were supplied with respect to the lost, Damaged or mis/nondelivered Goods, supplied again.

6.6 The limitations of liability set out in clause 6.5 do not apply to the extent that any loss of or Damage to Goods is caused by the Carrier engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct.

7. CONTAINERS AND PALLETS

Notwithstanding any other provision of these conditions, the Consignor:

- (a) acknowledges that the Carrier has no liability or responsibility in relation to any hire charge or demurrage charge associated with any Container or pallet; and
 - (b) must ensure that any pallets are transferred to and from any relevant hire accounts and that any necessary documentation is provided to relevant pallet hire businesses.
- 7.2 The Consignor acknowledges that it has been provided with, and agrees to comply with the terms of the Carrier's Pooled Equipment Policy.
- 7.3 The Carrier may vary the terms of its Pooled Equipment Policy from time to time by providing the Consignor with seven days' notice in writing.

8. ROUTE AND DEVIATION

- 8.1 The Consignor authorises any deviation from the usual route for transportation or manner of Carriage of Goods that may, in the discretion of the Carrier (acting reasonably) be considered desirable or necessary in the circumstances.
- 8.2 If the Consignor expressly or impliedly instructs the Carrier to use, or it is expressly or impliedly agreed that the Carrier will use a particular method of providing or performing the Services, the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier, the Consignor authorises the Carrier to provide the Services using another method.

9. INSPECTION

- 9.1 The Carrier may (but is not obliged to) inspect the Goods (including opening any Container) to determine the nature or condition of the Goods or for any other purpose which the Carrier considers reasonably necessary.
- 9.2 If, under Law, a Container must be opened, the Carrier will not be liable for any loss, Damage or delay incurred as a result of any opening, unpacking, inspection or repacking and the Consignor agrees to pay the Carrier's charge for the cost of any such opening, unpacking, inspection or repacking.
- 9.3 If the Consignor makes a claim that Goods have been damaged or destroyed while in the custody of the Carrier, the Consignor must, on request, permit the Carrier to inspect those Goods.

10. DELIVERY

- 10.1 The Carrier is authorised to deliver the Goods at the address nominated to the Carrier for that purpose. The Carrier will be deemed to have delivered the Goods if, at that address, it obtains from any person a receipt or signed delivery docket for the Goods.
- 10.2 If the nominated place of delivery is unattended or if delivery cannot otherwise be effected by the Carrier, the Carrier may, at its option, deposit the Goods at that place (which will be conclusively presumed to be due delivery under these conditions), store the Goods or redeliver the Goods to the Consignor at the Consignor's expense.
- 10.3 If the Goods are stored by the Carrier pursuant to clause 10.2:
- (a) the Consignor will pay or indemnify the Carrier for all costs and expenses incurred with respect to such Storage; and
 - (b) the Carrier may, at any time, redeliver the Goods to the Consignor at the Consignor's expense.

11. STORAGE

11.1 Where Goods are stored by the Carrier at the request of the Consignor, the Consignor will provide:

- (a) an address to which notices will be sent; and
- (b) an inventory of the Goods to be stored.

11.2 The Carrier may remove the Goods from a place of Storage to another place of Storage at its discretion.

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

11.4 The Consignor must give 48 hours' notice to the Carrier of its intention to remove Goods from Storage.

11.5 The Carrier will not be obliged to allow an inspection of the Goods or to deliver up any Goods in Storage:

- (a) to any person other than the Consignor or a person authorised in writing by the Consignor; or
- (b) in circumstances where any amount is due by the Consignor to the Carrier on any account whatsoever.

11.6 The Consignor will remove its Goods from Storage within seven days of receipt of written notice from the Carrier.

12. INSURANCE

The Consignor must:

- (a) effect and maintain an insurance policy in its own name that covers loss of or Damage to the Goods while the Carrier is providing Storage with respect to the Goods, and which includes a waiver by the insurer of any rights of subrogation against the Carrier; and
- (b) provide a certificate of currency in respect of the policy referred to in clause 12(a), within seven days of receiving a request from the Carrier.

13. INDEMNITIES

The Consignor will indemnify the Carrier:

- (a) in respect of any liability whatsoever in respect of the Goods to any person (other than the Consignor) who claims to have, who has, or who in the future may have any interest in the Goods or any part of the Goods; and
- (b) against all losses, damages, expenses, claims, fines, duty, tax, demands, actions and proceedings or any other liability suffered or incurred by, or made or instituted against, the Carrier as a result of:
 - (i) a breach of the Consignor's obligations under any agreement incorporating these conditions; or
 - (ii) any negligence, malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct of the Consignor.

14. LIEN

14.1 The Goods are accepted subject to a general lien for all charges due or that may become due to the Carrier by the Consignor on any account whatsoever, whether in respect of the Goods or in respect of any other goods in respect of which the Carrier provides or has provided Services.

14.2 Without prejudice to any other rights the Carrier may have under Law, if charges are not paid when due, or the Goods are not collected when required or designated, the Carrier may:

- (a) remove all or any of the Goods and store them as the Carrier thinks fit, at the Consignor's risk and expense; or
- (b) without notice and immediately in the case of perishable Goods, or otherwise on the provision of fourteen days' notice, open and sell all or any of the Goods as the Carrier thinks fit (whether by private treaty or public auction, including auction on an internet based platform) and apply the proceeds to discharge the lien and costs of sale without being liable to any person for any loss caused.

14.3 The parties agree that the lien arising under these conditions:

- (a) attaches to the Goods when the Goods are accepted by the Carrier; and
- (b) is a security interest.

14.4 On request by the Carrier, the Consignor must promptly do anything for the purposes of ensuring that any security interest created under, or provided for by, these conditions is enforceable, perfected (including perfection by registration), maintained and is otherwise effective. Anything that is required to be done under this clause will be done at the Consignor's expense. The Consignor agrees to reimburse the Carrier's costs in connection with any action taken by the Carrier under or in connection with this clause.

14.5 The parties agree that, to the extent permitted by the PPSA:

- (a) sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply (unless the Consignor is otherwise notified in writing by the Carrier); and
- (b) any right to receive a notice, statement or verification statement under sections 129, 130, 132, 134, 135 or 157 of the PPSA is waived.

15. CARRIER'S CHARGES

15.1 The Carrier's charges will be deemed fully earned on receipt of the Goods by the Carrier and are non-refundable in any event. The Consignor agrees to pay all sums due to the Carrier without any deduction, counterclaim or set-off.

15.2 The Carrier's charges are due within the credit terms agreed in writing between the Consignor and the Carrier. If the Carrier has not agreed to any credit terms, the charges are payable in advance. If the Consignor defaults in making any payment in accordance with these conditions, then all amounts owed to the Carrier will immediately become due and payable.

15.3 Quotations provided by the Carrier are subject to withdrawal or revision by the Carrier without notice.

15.4 In addition to any other charges contemplated under these conditions, the Consignor is liable to pay:

- (a) all Storage, handling, stocktaking and reporting charges and any costs associated with loading or unloading Goods;
- (b) any fuel levy imposed, which may be adjusted by the Carrier at any time on reasonable grounds to reflect fuel price movements;

(c) any additional costs arising from heavy or over-dimensional transport including costs associated with permits, escorts, pilots, equipment, bridge/road works and detours; and

(d) all charges imposed by Law including customs charges and excises and associated fines and penalties.

15.5 The Customer authorises the Carrier, but the Carrier will not be obliged, to pay any duties, taxes, imposts, outlays or charges at any port or place in respect of the Goods and the will be liable to reimburse the amount of such disbursement to the Carrier.

15.6 The Carrier may charge the Consignor, in accordance with its schedule of rates, in respect of any delay in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period will commence upon the Carrier reporting for loading or unloading. Labour to load or unload is the responsibility and expense of the Consignor or consignee.

15.7 If the Consignor instructs the Carrier that the Carrier's charges will be paid by the consignee or any other third party and the consignee or third party does not pay the Carrier's charges within seven days of the date of delivery or attempted delivery of the Goods, the Consignor must pay such charges.

15.8 Where the Carrier stores Goods for the Consignor, the Consignor must:

(a) pay the Carrier's expenses and charges to comply with any Law including any customs, excise or warehouse charges;

(b) supply or pay for labour or machinery, or both, to load or unload the Goods;

(c) compensate the Carrier for any cost, expense or loss to any property caused by the nature of the Goods; and

(d) if the Goods are at any time requantified, reweighed or remeasured, pay any proportional additional charges.

16. DANGEROUS GOODS

16.1 If the Carrier agrees to provide Services with respect to Dangerous Goods:

(a) such Goods must be accompanied by a written declaration disclosing the nature of such Goods; and

(b) the Consignor must comply with all Law with respect to Dangerous Goods, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*.

16.2 If, in the opinion of the Carrier, acting reasonably, the Goods are or are liable to become of a dangerous or flammable or damaging nature and pose a threat of property damage or personal injury, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Consignor and without prejudice to the Carrier's right to charge for any Services.

17. FORCE MAJEURE

17.1 If, because of a Force Majeure Event, the Carrier is unable to carry out an obligation under any agreement incorporating these conditions:

(a) the Carrier must give the Consignor prompt written notice and reasonable particulars of the Force Majeure Event and, so far as is known, the probable extent that the Carrier will be unable to perform or be delayed in performing its obligation; and

- (b) the relevant obligations of the Carrier and the Consignor (other than any obligation of the Consignor to pay money), so far as they are affected by the Force Majeure Event, will be suspended during the continuance of the Force Majeure Event.

17.2 If the Carrier gives a notice under clause 17.1, the parties must meet promptly and, in any event within fourteen days, and each use reasonable endeavours to reach a mutually acceptable solution to alleviate any hardship or unfairness caused to either party as a result of the Force Majeure Event.

18. NOTIFICATION OF CLAIM

18.1 Notwithstanding any other provision of these conditions (other than clause 19), the Carrier will, in any event, be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to the Carrier:

(a) in the case of Goods allegedly lost or Damaged in the course of loading, unloading or transit, within seven days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected; or

(b) in the case of Goods allegedly lost or Damaged during Storage, within seven days of the date of removal or attempted removal of the Goods from Storage.

18.2 The Carrier will, in any event, be discharged from all liability whatsoever in respect of the Goods unless legal proceedings are commenced:

(a) in the case of Goods allegedly lost or Damaged in the course of loading, unloading or transit, within twelve months of their delivery or of the date on which, in the ordinary course of business, they should have been delivered; or

(b) in the case of Goods allegedly lost or Damaged during Storage, within twelve months of the date of removal or attempted removal of the Goods from Storage.

19. APPLICABLE LEGISLATION

19.1 Notwithstanding anything contained in these conditions, the Carrier will continue to be subject to any terms, conditions, guarantees or warranties imposed or implied by the *Competition and Consumer Act 2010* (Cth) or any other Commonwealth or state legislation but only in so far as such legislation applies and prevents the exclusion or modification of any such term, condition, guarantee or warranty.

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

19.3 The Consignor must not impose any requirement on the Carrier that would directly or indirectly encourage or require the Carrier or any person on behalf of the Carrier to speed, drive while fatigued or otherwise perform the Services in an unsafe manner or in breach of Law.

20. ENTIRE AGREEMENT

20.1 The entire agreement between the parties as to the terms on which Services will be provided is contained in these conditions and there are no other understandings, representations or agreements between the parties that are not set out in these conditions.

20.2 The Carrier will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Carrier by an authorised officer of the Carrier.

21. GENERAL

21.1 This agreement will be construed in accordance with the Law in force in New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and courts entitled to hear appeals from those courts.

21.2 The failure of a party to take action to enforce its rights under any agreement incorporating these conditions or the granting of any time or indulgence will not be construed as a waiver of the provision nor as a waiver of the right of the party at a later time to enforce its rights under any agreement incorporating these conditions.

21.3 Where the Consignor or consignee comprise two or more persons, an agreement or obligation to be performed or observed by the Consignor or consignee binds those persons jointly and severally.

21.4 If any provision of these conditions is invalid, illegal or unenforceable, that provision will, to the extent that it is invalid, illegal or unenforceable, be treated as severed from this agreement, without affecting the validity and enforceability of the remaining provisions.

..... (the Consignor) agrees that all Services undertaken by the Carrier will be on the conditions contained this document, unless otherwise agreed in writing by the Carrier.

.....
(Signature)

.....
(Name)

.....
(Position)

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