

1. DEFINITIONS

‘Agreement’ means these Conditions of Services.

‘Credit Terms’ means 14 days from the date of the invoice.

‘Customer’ includes the sender, shipper, consignor, consignee, receiver of the Goods, any person owning or entitled to the possession of the Goods, and anyone acting on behalf of such persons.

‘Dangerous Goods’ means Goods which are or may become dangerous, inflammable or damaging including radioactive material(s), or which are or may become liable to damage any property whatsoever and include but are not limited to goods that are declared dangerous or hazardous pursuant to any law or regulation.

‘Enforcement Costs’ means any fees, costs, interest and expenses, including legal expenses, incurred by SRT in connection with any default under or enforcement or attempted enforcement of this Agreement on an indemnity basis.

‘Freight’ includes all charges payable to SRT for the services.

‘Goods’ means the Goods accepted from the Customer for provision of services supplied by SRT.

‘Loss’ includes any loss, damage, expense, fine, levy, charge or other monetary imposition, including financial or market loss suffered from the sale of the goods or other consequential loss, to which SRT may become liable as an incident to the Services.

‘Outstanding Amount’ means any amount which remains unpaid upon the expiry of the Credit Terms extended by SRT or for which the Customer is otherwise liable, pursuant to this Agreement, to SRT.

‘Place of Receipt’ means the place of collection as agreed.

‘Place of Delivery’ means the place of delivery as agreed.

‘Services’ means the whole of the operations and services undertaken by SRT including transport, Storage, packaging and/or handling or other services where applicable.

‘SRT’ means SRT Logistics Pty Ltd.

‘Storage’ means the whole of the operations and services undertaken by SRT in respect of the Goods in regard to receiving, storing and subsequently making the Goods available for collection, including storage which is incidental to other services.

‘Storage Period’ means the period of Storage (if any) of Goods.

‘Sub-contractor’ means any sub-contractor of SRT and the sub-contractor’s servants, agents or sub-contractors.

2. INTERPRETATION

2.1. Headings

Headings are inserted for ease of reference only and shall be disregarded in the interpretation of this Agreement.

2.2. Severability

The parties acknowledge and agree that:

- a) All the provisions of this Agreement are reasonable in all the circumstances and that each provision is and shall be deemed to be severable and independent.
- b) This Agreement is subject to all compulsory rules and requirements of law to which the services are subject to the intent and effect that if any provision hereof is to any extent repugnant to or inconsistent with any such rules or requirements or if all or any part of any provision is judged invalid or unenforceable, such provision shall to that extent, but no further, be deemed not to form part of these Conditions of Services and shall not affect the validity or enforceability of the remaining provisions.

2.3. Representation and Collateral Contracts Negated

This Agreement contains the entire understanding of the parties as to its subject matter. There is no other understanding, agreement, warranty or representation whether express or implied in any way defining or extending or otherwise relating to these provisions or binding on the parties with respect to the Services or the matters to which the Agreement relates.

2.4. Governing Laws

- a) This Agreement is governed by and is to be construed in accordance with the laws of the State of Tasmania;
- b) In respect of any dispute arising in respect of this Agreement each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Tasmania and Courts entitled to hear appeals from those Courts.

3. SERVICES

3.1. Not a Common Carrier

SRT is not a common carrier and accepts no liability as such. All Services are provided by SRT subject only to these Conditions of Services and SRT reserves the right to refuse the provision of Services for any person or corporation at its sole discretion.

3.2. SRT's Undertaking

Subject to the terms of this Agreement, SRT undertakes to:

- a) provide the Services in relation to the Goods; and/or
- b) provide the Storage of the Goods for the Storage Period.

4. CUSTOMER'S WARRANTIES

ACKNOWLEDGMENTS AND INDEMNITIES

4.1. The Customer warrants that:

- a) The Goods are suitable for the provision of the Services and have been packed and prepared by the Customer so as to withstand the rigours of the Services.
- b) The Goods are not Dangerous Goods and provision of the Services by SRT will not give rise to any unusual danger or hazard;
- c) Prior to the provision of the Services it will provide accurate information to SRT in relation to the weight and mass of the Goods and it acknowledges that it has obligations pursuant to the National Heavy Vehicle Laws and Chain of Responsibility legislation, including the Heavy Vehicle Road Transport Act 2009 (Tas);
- d) The Customer has the authority of all persons owning or interested in the Goods to enter into the contract on their behalf.

- e) The person delivering any Goods to SRT for Services is authorised to sign any documents acknowledging the application of this Agreement for the Customer and by such signature or by the signature of any other person acting for the Customer, the Customer accepts these terms and conditions for itself and on behalf of all who are interested in the Goods.

4.2. The Customer acknowledges that:

- a) No agent or employee of SRT is permitted to alter or vary these conditions
- b) No representations outside the terms of these Conditions have been made by any employee or agent of SRT to the Customer;
- c) SRT has no responsibility for collection of cash or any other payment on behalf of the Customer or for any other person, unless otherwise agreed.

4.3. The Customer will indemnify SRT against:

- a) All claims and demands whatsoever by whomsoever made in respect of any loss, damage or injury however caused, whether or not by the negligence or wilful act or omission of SRT, its servants, agents or sub-contractors;
- b) Any loss or damage which may be suffered by SRT as a result of any breach by the Customer of the Agreement;
- c) Any loss or damage to SRT's equipment which occurs while in the possession or control of the Customer or which occurs due to the nature or condition of the Goods in such equipment, including loss resulting from the Customer's detention of any other equipment;
- d) All costs, demands, claims or expenses whatsoever and by whomsoever made arising as a result of the Customer making an incorrect description or advising of incorrect weight or mass of the Goods;
- e) All loss (including consequential loss), damage or injury however caused arising out of the provision of Services or the carriage of any Dangerous Goods, whether declared as such or not and whether or not

the Customer was aware of the nature of the Goods.

5. HIMALAYA CLAUSE/SUB-CONTRACTING

- 5.1. SRT at its discretion may sub-contract on any terms all or any part of the contracted Services.
- 5.2. Where the Customer is not the owner of some or all of the Goods, the Customer shall be deemed for all purposes to be the agent of the owner.
- 5.3. The Customer undertakes that no claim or allegation shall be made against any servant, agent or sub-contractor of SRT which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods, whether or not arising out of negligence or a wilful act or omission on the part of any of them, and if any such claim or allegation should nevertheless be made to indemnify SRT against all consequences thereof.
- 5.4. SRT may in its absolute discretion use its employees or engage agents or subcontractors to perform all or part of the Services on such other terms and conditions as SRT thinks fit. By engaging SRT the Customer agrees to the terms and conditions of any agents or subcontractors which are used in the supply of the Services. In respect of any term of this agreement which excludes or limits the liability of SRT, SRT in addition to acting for itself is acting as agent and trustee for each of its employees, agents and subcontractors who will be deemed to be parties to this Agreement so that they shall have the same protection as SRT.

6. ROUTE/DEVIATION AND DELIVERY

- 6.1. The Customer authorises any deviation from SRT's usual route or manner of carriage which may at SRT's discretion be considered necessary.
- 6.2. The Customer shall take delivery of the Goods as soon as SRT is ready to deliver them. If the Consignee fails to take delivery of the Goods, SRT shall be deemed to have delivered the Goods in accordance with this Agreement, if the Goods are delivered to the address specified for delivery. SRT may without

notice unload the Goods and/or store them in the open or under cover and with or without refrigeration.

- 6.3. If SRT is for any reason unable to deliver the Goods, SRT may without notice return the Goods to the Customer at the Customer's expense or store the Goods and such return to the Customer or Storage shall be deemed to constitute delivery and any responsibility that SRT has in respect of the Goods shall cease and the Customer shall be liable to reimburse SRT for any additional carriage and/or storage costs incurred.
 - 6.4. The Customer agrees and hereby authorises SRT at its discretion and at any time without notice to the Customer to:
 - a) use any means of transport or Storage whatsoever. The Customer authorises SRT to adopt such specialist Carriage which may require the use of the services of other organisations or bodies necessary to ensure the safety of others (such as other road users) and to comply with all government requirements;
 - b) proceed by any route whether or not it is the nearest or most direct or customary route;
 - c) proceed to or stay at any place whatsoever (although in a contrary direction to, or outside the customary or intended or advertised routes) once or more often, in any order and store the Goods at any such place whatsoever.
 - 6.5. Any action taken by SRT under this Clause and any delay resulting there from shall be deemed to be included within the contractual route and shall not be deviation.
 - 6.6. If SRT effects arrangements for Storage or preservation of the Goods after delivery it does so as agent of the Customer and solely at the Customer's risk and expense.
- ## 7. LIABILITY
- 7.1. SRT will not be liable in tort of contract or otherwise for any loss or damage to the Goods, loss of market, loss of use or consequential loss or for any deterioration, misdelivery, failure or

delay in the delivery of the Goods in transit or in storage or in any way relating to the provision of the Services for any reason whatsoever, including negligence.

7.2. This Clause 7 does not:

- a) restrict, prejudice, or affect any mandatory rights, duties, limitations or obligations conferred or imposed by the mandatory provisions of any law on either the Customer or Carrier;
- b) exclude or limit the application of any provision of any statute, including the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law or the Sale of Goods Act 1896 (Tasmania), where to do so would contravene any statute or cause any part of this Clause 7 to be void; or
- c) exclude any implied conditions, statutory guarantee or warranty the exclusion of which would contravene any statute or cause any part of this Clause 7 to be void ("Non Excludable Condition");

7.3. Where this Clause 7 would, but for Clause 7.2, exclude, modify or avoid SRTs liability under any Non Excludable Condition, SRT's liability to the Customer for any breach of the Non Excludable Condition (other than an implied condition or warranty of title) will be limited at SRT's option (and so far as any applicable law permits) to either repairing or replacing the Goods (unless the Goods were acquired for personal, domestic or household use, in respect of which SRTs liability for any breach of a Non Excludable Condition is not limited).

8. DANGEROUS OR FRAGILE GOODS

8.1. If SRT accepts Dangerous Goods for carriage such Goods must be accompanied by a full declaration of their nature and contents and be properly and safely packed by the Customer in accordance with statutory regulations applicable to the Carriage of those Goods.

8.2. The Customer hereby indemnifies and holds harmless SRT for any Goods not properly packed in accordance with

statutory regulations applicable to the carriage of those Goods.

8.3. Where dangerous Goods are delivered to SRT without written consent or where they are not distinctly marked to indicate the nature and character of the Goods or if in the opinion of SRT the articles are or are liable to become of a dangerous and flammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Customer and without prejudice to SRT's right to freight.

8.4. SRT may at the expense of the Customer dispose of or destroy any Dangerous Goods which SRT believes have deteriorated or become objectionable, unwholesome or a source of danger of contamination.

9. REFRIGERATED GOODS

9.1. The Customer warrants that refrigerated Goods are supplied to SRT at a temperature suitable for transport and/or Storage.

9.2. While SRT will endeavour to maintain requested transport and for Storage temperatures it will not constitute a breach of the terms of the Agreement if for any reason whatsoever, it fails to maintain the requested temperature of the Goods.

10. GENERAL LIEN

10.1. Goods are received and held by SRT subject to:

- a) a lien for moneys due to SRT for the carriage and/or storage of and other proper charges or expenses upon or in connection with the Goods; and
- b) a general lien for all moneys or charges due to SRT from the Customer and the owner of such Goods for any services rendered by SRT to the Customer or owner.
- c) Where any lien remains unsatisfied, the Goods may at SRT's discretion be sold by public auction or private treaty and the proceeds of sale applied towards satisfaction of the debt due to SRT.

- d) The provisions of this clause 10 will not affect any rights the parties have pursuant to the Personal Property Securities Act 2009 (Cth).

11. DEFAULT AND ENFORCEMENT COST RECOVERY

- 11.1. SRT is entitled to recover the Enforcement Costs and Interest in respect of any Outstanding Amount.

12. STORAGE

- 12.1. Any Storage of Goods shall be as agent of the Customer and solely at the Customer's risk and expense, but the provisions of clause 7 of this Agreement shall nevertheless apply.
- 12.2. At SRT's discretion the Goods may be stored at any place and at any time and be removed from any place at which they may be stored or otherwise held to any other place to be stored.
- 12.3. If SRT is unable to deliver the Goods to the place of delivery SRT may in its discretion deposit the Goods at the place nominated by the Customer or store the Goods at any place. If SRT stores the Customer's Goods the Customer shall indemnify SRT in respect of any costs or losses incurred by SRT in storing same and may re-deliver those Goods to the Customer from the place of storage at the Customer's expense.
- 12.4. Where the Customer requires SRT to store the Goods the Customer shall provide an inventory of the Goods to SRT prior to Storage. SRT shall be entitled to check the inventory and provide its own inventory of the Goods received at the time of receipt. SRT shall provide the Customer with a copy of the inventory. Should the Customer sign the inventory, the inventory shall be conclusive evidence of the Goods received by SRT. Such inventory shall disclose any visible items but not any contents unless the Customer requires in which case SRT shall be entitled to make a reasonable charge for preparation of such further inventory. Inspection of the Goods shall be at the Customer's risk.

13. SRT'S CHARGES

- 13.1. Freight is payable by the Customer within the Credit Terms without set-off or prejudice to SRT's rights against any other person. Responsibility for payment of Goods sent 'freight on delivery' will remain with the Customer at all times whether or not the Customer is consignor or consignee. Where the consignee fails to pay within the Credit Terms the freight shall be paid by the consignor.
- 13.2. Freight shall be deemed fully earned on receipt of the Goods by SRT and is non-refundable in any event.
- 13.3. Should SRT be delayed by the Customer for a period in excess of 30 minutes in loading, unloading or for any other reason beyond the control of SRT, the Customer shall pay to SRT SRT's reasonable costs and losses upon five (5) business days written notice of those costs and losses, deemed by SRT in their sole discretion and incurred by SRT due to such delay.
- 13.4. The Customer shall be liable for and shall pay for (in addition to Freight and Storage charges and any other charges):
 - a) all excise and customs duties;
 - b) all taxes including any tax in the nature of goods and services tax levied on all or any part of the Goods and/or the Services;
 - c) any expenses, costs or disbursements incurred by SRT including in recovering any Outstanding Amount from the Customer including Enforcement Costs.
- 13.5. Unless otherwise specified, goods and services tax and any other applicable tax, duties or charges imposed by any government or statutory authority are additional to the price quoted and invoiced.
- 13.6. Where goods and services tax (including any other tax, duties or charges) are included in a quote, it is based on the rate applicable at the time of the quote and any subsequent variation is to the Customer's account.

14. INSURANCE

- 14.1. SRT will not effect any insurance of the Goods for the benefit of the Customer or otherwise.
- 14.2. Any insurance required by the Customer must be taken out by the Customer on the Customers initiative.

15. PALLETS

Unless otherwise agreed, if SRT accepts pallets or other packing devices from the Customer SRT shall do so on the basis that all charges pertaining to the pallets, packing devices or other material shall be paid by the Customer. In the event of SRT acknowledging receipt of the pallets, packing devices or material SRT shall do so on behalf of the Customer provided the Customer accepts full responsibility for them and freight charges thereon.

16. TIME BAR

- 16.1. If SRT is liable for damage to or loss of the Goods or any part thereof no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of SRT in the State in which the Goods were stored or to be delivered within seven (7) days after delivery was effected or would in the ordinary course of business have been effected.
- 16.2. Notwithstanding any other provision hereof other than clause 7.2, SRT shall in any event be discharged from all liability whatsoever in connection with the Goods unless suit is brought within six (6) months after delivery was effected or would in the ordinary course of business have been effected.