

STANDARD TERMS AND CONDITIONS OF CARRIAGE AND STORAGE FOR TERRITORY LOGISTIC SOLUTIONS PTY LTD

1. DEFINITIONS

1.1 In the Contract, except where the context otherwise requires:

ACL means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Agreement means any agreement between the Company and the Customer for the provision of Services, incorporating these Conditions and any quotation, credit application, rate schedule or written instruction accepted by the Company.

Business Day means a day other than a Saturday, Sunday or public holiday in the Northern Territory.

Carriage means the whole of the services and operations undertaken by the Company in respect of the Goods, including transport, loading, unloading and any associated handling or storage.

Company means Territory Logistic Solutions Pty Ltd (ACN 169 010 173) trading as Territory Logistics (and under any other business name used by it) and includes its employees, officers, agents and Subcontractors.

Conditions means these Standard Terms and Conditions of Carriage and Storage, as amended from time to time in accordance with clause [variation clause later].

Consequential Loss means any indirect, special or consequential loss, including loss of profit, loss of revenue, loss of opportunity, loss of contract, loss of production, loss of goodwill or any similar loss, whether or not such loss was foreseeable.

Consignee means the person to whom the Goods are to be delivered.

Consignor means the person from whom the Goods are received by the Company.

Customer means the person or entity that engages the Company to provide Services and includes the Consignor, Consignee and any person acting on their behalf.

Dangerous Goods means any goods which are or may become hazardous, flammable, explosive, volatile, toxic, corrosive, radioactive, infectious or otherwise dangerous, or which are classified as dangerous under any Law.

Enforcement Costs means all costs and expenses incurred by the Company in enforcing or attempting to enforce any obligation of the Customer, including legal costs on a full indemnity basis and debt recovery fees.

Force Majeure Event means any event beyond the reasonable control of the Company, including natural disasters, flood, fire, storm, industrial dispute, pandemic, government action, war, civil unrest, power failure, road closure or breakdown of plant, machinery or vehicles.

Goods means any goods, cargo, pallet, container, packaging, materials or property accepted by the Company for Storage, Handling or Carriage.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Handling Services means loading, unloading, palletising, wrapping, re-stacking, stock movement, picking, packing, container unpacking/packing and any other labour or warehouse services performed by the Company in respect of the Goods.

Law means any statute, regulation, by-law, ordinance or subordinate legislation of the Commonwealth of Australia or any State or Territory.

Lien means the Company's right to retain possession of Goods as security for payment of any amount owing by the Customer.

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

Services means Storage, Handling Services, Carriage and any other services provided by the Company.

Storage means the holding, warehousing or storage of Goods at any premises operated or controlled by the Company.

Storage Charges means the fees payable for Storage and any associated Handling Services.

Subcontractor means any third party engaged by the Company to perform all or part of the Services.

Unpaid Amount means any amount due and payable to the Company that has not been paid by the due date.

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) words in the singular include the plural and vice versa;
- (c) a reference to a person includes a corporation, trust, partnership or other legal entity;
- (d) a reference to legislation includes any amendment or replacement of it;
- (e) “including” and similar expressions are not words of limitation.

2. APPLICATION OF THESE CONDITIONS

2.1 Scope of Application

These Conditions apply to all Services provided by the Company to the Customer, including without limitation:

- (a) Storage of Goods;
- (b) Handling Services;
- (c) Carriage of Goods by road or otherwise; and
- (d) any ancillary or related services.

These Conditions apply regardless of the size, type or quantity of the Goods, and whether the Goods comprise containers, pallets, cartons, packages, loose freight or any other property.

2.2 Formation of Agreement

An Agreement is formed, and these Conditions are binding on the Customer, upon the earliest of:

- (a) the Customer requesting or booking Services (whether verbally, electronically or in writing);
- (b) the Customer delivering Goods to the Company;
- (c) the Company collecting Goods;
- (d) the Company commencing the provision of Services; or
- (e) the Customer making any payment to the Company.

2.3 Prevailing Terms

These Conditions prevail over and exclude any terms and conditions contained in or referred to in any purchase order, booking form, consignment note, delivery docket, warehouse receipt, email or other document issued by the Customer, unless expressly agreed in writing and signed by an authorised representative of the Company.

2.4 Quotations and Rates

Any quotation or rate provided by the Company is an estimate only, unless stated otherwise in writing.

The Company reserves the right to amend or withdraw any quotation prior to acceptance.

All Services are subject to the Company’s applicable rates and charges in force at the time the Services are provided.

2.5 No Obligation to Accept Goods

The Company is under no obligation to accept any Goods for Storage, Handling or Carriage and may refuse to accept or deal with Goods acting reasonably.

2.6 Entire Agreement

These Conditions, together with any written quotation or rate schedule issued by the Company, constitute the entire agreement between the parties in relation to the Services.

2.7 Variation of Conditions

- (a) The Company may amend these Conditions from time to time by publishing updated Conditions on its website or by providing written notice to the Customer.
- (b) Any amended Conditions apply to Services provided after the date of publication or notice.
- (c) The Conditions in force at the time the Services are requested or provided apply to that Agreement.

3. COMPANY NOT A COMMON CARRIER

3.1 Not a Common Carrier

The Company is not a common carrier and does not accept any liability as a common carrier.

3.2 Services Provided Subject to These Conditions

All Services, including Storage, Handling Services and Carriage of Goods, are provided by the Company strictly on the basis of these Conditions.

3.3 Right to Refuse Services

The Company may, acting reasonably, refuse to provide Services to any person and may refuse to accept, store, handle or transport any Goods for any reason.

4. CUSTOMER WARRANTIES

4.1 General Warranties

The Customer warrants to the Company that:

- (a) all descriptions, declarations, documents, information and particulars provided to the Company in respect of the Goods (including quantity, weight, dimensions, condition, value and classification) are true, correct and complete;
- (b) the Customer is either the owner of the Goods or is authorised by the owner (and any other person having an interest in the Goods) to enter into the Agreement and bind them to these Conditions;
- (c) the Goods are fit for Storage, Handling and Carriage and are properly packed, secured, labelled and prepared so as to withstand the ordinary risks of handling, storage and transportation;
- (d) the Goods are not Dangerous Goods and do not require special handling unless the Customer has provided the Company with written notice of that fact and all relevant documentation;
- (e) the Customer has complied with all Laws applicable to the Goods and the Services;
- (f) any access points, collection locations and delivery locations are safe, accessible and suitable for the Company's personnel and vehicles.

4.2 Customer Responsible for Packaging and Suitability

The Company is entitled to rely on the Customer's warranties in clause 4.1 and is under no obligation to inspect the Goods, packaging or securing methods.

4.3 Indemnity

The Customer indemnifies the Company against all loss, damage, cost or liability suffered or incurred by the Company arising out of or in connection with any breach of clause 4.1, including any claim made by any third party in relation to the Goods.

4.4 Containers, Pallets and Equipment Hire

- (a) The Customer warrants that it is responsible for, and will pay, all fees, charges, penalties and costs associated with any container or equipment used in connection with the Goods, including but not limited to container hire, detention, demurrage, storage, cleaning, repair and return costs.
- (b) Where the Goods are carried on pallets (including CHEP, Loscam or any other hire pallets), the Customer is responsible for ensuring that pallet transfers are correctly recorded and processed, and that all documentation required by the pallet hire provider is completed and submitted.
- (c) The Company is not liable for any loss of, damage to, delay in return of, or failure to transfer any container or pallet hire equipment unless caused by the Company's negligence.
- (d) The Customer indemnifies the Company against all claims, liabilities, costs, losses and expenses (including Enforcement Costs) arising out of or in connection with:
- (i) any container or pallet hire charges, detention or demurrage costs;
 - (ii) failure to return containers or hire equipment within required timeframes;
 - (iii) incorrect or incomplete pallet transfers; or
 - (iv) any claim made by a third party relating to ownership or hire obligations in respect of any container, pallet or equipment.

4.5 Chain of Responsibility Compliance

- (a) The Customer warrants that it will comply with all applicable heavy vehicle, transport and safety legislation, including the Heavy Vehicle National Law (where applicable).
- (b) The Customer warrants that all information provided in relation to the Goods, including weight, dimensions and load requirements, is accurate and lawful.
- (c) The Customer must not request or require the Company to:
- (i) exceed mass, dimension or load restraint limits;
 - (ii) breach fatigue laws; or
 - (iii) otherwise contravene transport legislation.
- (d) The Customer indemnifies the Company against any liability, penalty, loss or cost arising from any breach of transport or safety legislation caused or contributed to by the Customer.

4.6 Prohibited, Unlawful and Biosecurity Goods

- (a) The Customer warrants that the Goods:
- (i) are lawful to store, handle and transport;
 - (ii) are not prohibited, restricted or illegal under any applicable Law;
 - (iii) do not infringe any intellectual property rights; and
 - (iv) do not pose a biosecurity, quarantine or contamination risk unless fully declared in writing.
- (b) The Company may refuse to accept, store, handle or transport any Goods it reasonably suspects are unlawful, prohibited or pose a regulatory or biosecurity risk.
- (c) If the Company becomes aware that the Goods may be unlawful or pose a regulatory risk, the Company may notify relevant authorities and take any action required by Law.
- (d) The Customer indemnifies the Company against all loss, damage, penalties, fines, clean-up costs and legal expenses arising from a breach of this clause.

4.7 Damage to Company Property

The Customer is liable for any damage caused to the Company's premises, equipment, racking, vehicles or property by the Customer, its personnel, contractors or equipment and must indemnify the Company for the cost of repair or replacement.

5. SUBCONTRACTING AND THIRD PARTY PROTECTION

5.1 Right to Subcontract

The Company may subcontract all or any part of the Services to any person on such terms as the Company considers appropriate.

5.2 Extension of Protections

Every exemption, limitation, defence, immunity or indemnity available to the Company under these Conditions is also available to, and extends to protect:

- (a) the Company's employees, officers and agents;
- (b) any Subcontractor engaged by the Company; and
- (c) any person for whom the Company is responsible.

5.3 No Direct Claims

The Customer must not make any claim against any person referred to in clause 5.2 in respect of the Services or the Goods.

5.4 Trustee and Agent

The Company enters into this clause as trustee and agent for the persons referred to in clause 5.2, and those persons are entitled to enforce this clause.

6. STORAGE AND WAREHOUSING

6.1 Acceptance for Storage

The Company may accept Goods for Storage at its discretion. Goods are stored at the Customer's risk, subject to these Conditions.

6.2 Storage Charges

- (a) Storage Charges accrue from the date the Goods are received by the Company and continue until the Goods are collected or delivered.
- (b) Unless otherwise agreed in writing, Storage Charges are payable in advance.
- (c) Storage Charges are calculated in accordance with the Company's applicable rate schedule, including pallet rates, container rates, floor space, cubic measurement, or other agreed basis.
- (d) Storage Charges do not include Handling Services unless expressly stated.

6.3 Handling Services

- (a) The Company may provide Handling Services in connection with the Goods, including unloading, palletising, wrapping, re-stacking, picking, packing, container unpacking/packing and stock movement.
- (b) Handling Services are charged separately at the Company's applicable rates.
- (c) The Company may re-palletise, re-stack, re-wrap or otherwise reconfigure Goods where reasonably necessary for safety, storage efficiency or compliance, at the Customer's cost.

6.4 Authority to Open, Inspect and Re-Pack

- (a) The Customer authorises the Company to open, unpack, inspect, re-pack, re-wrap, re-stack, re-palletise or otherwise handle the Goods where reasonably necessary for:

- (i) safety or compliance with workplace health and safety requirements;
 - (ii) quarantine, biosecurity, customs or regulatory requirements;
 - (iii) prevention of loss, contamination or damage; or
 - (iv) efficient storage, handling or transport of the Goods.
- (b) The Company is not liable for any loss or damage arising from such handling provided the Company has exercised reasonable care.
- (c) Any labour or materials required for such handling will be charged to the Customer in accordance with the Company's rate schedule.

6.5 Access to Goods

- (a) The Customer must provide not less than 48 hours' written notice to access or remove Goods (unless otherwise agreed).
- (b) Access is permitted during the Company's normal business hours and subject to operational requirements.
- (c) Any person attending the premises must comply with all site rules, safety requirements and directions of the Company.
- (d) Access to Goods is at the Customer's risk.

6.6 After-Hours Access and Urgent Services

- (a) Access to Goods and release of Goods is available during the Company's normal business hours unless otherwise agreed in writing.
- (b) If the Customer requests Services outside normal business hours (including weekends or public holidays), or requires urgent handling, picking, packing or release of Goods, the Company may charge additional fees in accordance with its applicable rate schedule.
- (c) The Company is not obliged to provide after-hours or urgent Services.

6.7 Site Access and WHS Compliance

- (a) Any person attending the Company's premises on behalf of the Customer (including employees, contractors or agents) must comply with all workplace health and safety requirements, site rules and lawful directions of the Company.
- (b) The Customer is responsible for the conduct of its personnel and contractors while on the Company's premises.
- (c) The Customer indemnifies the Company against all loss, damage, liability, injury, death, cost or expense arising from:
- (i) any act or omission of the Customer's personnel or contractors;
 - (ii) any equipment brought onto the premises by or on behalf of the Customer; or
 - (iii) any breach of workplace health and safety obligations by the Customer or its personnel.
- (d) The Company may refuse site access to any person who fails to comply with site requirements.

6.8 Relocation of Goods

The Company may relocate Goods within or between its premises where reasonably required for operational, safety or commercial reasons, provided the Company continues to exercise reasonable care.

6.9 No Guarantee of Continuous Stock Reconciliation

Unless expressly agreed in writing, the Company does not undertake continuous stock reconciliation, inventory auditing or verification of stock levels. The Company is entitled to rely on information provided by the Customer.

6.10 Inventory and Stock Records

- (a) The Company may, but is not obliged to, inspect or record the Goods upon receipt.
- (b) Any inventory or stock record prepared by the Company based on information provided by the Customer is prima facie evidence only and may be subject to verification.
- (c) The Company is not responsible for concealed damage, shortages, or discrepancies not apparent on reasonable inspection at the time of receipt.
- (d) Any claim for stock discrepancy must be notified in writing within 7 days of release or stocktake, failing which the Goods are deemed accepted in full and in good condition.

6.11 Condition on Receipt

- (a) The Company is not required to inspect the internal condition or contents of any Goods, packaging or containers upon receipt.
- (b) Unless the Company expressly records visible damage at the time of receipt, the Goods are accepted on the basis of external condition only.
- (c) The Company is not liable for any pre-existing damage, concealed damage, inherent defect, or loss not apparent upon reasonable external inspection at the time the Goods are received.
- (d) The burden of proving that loss or damage occurred while the Goods were in the Company's care rests with the Customer.

6.12 Uncollected Goods

- (a) The Customer must remove Goods within 7 days of written notice from the Company requiring removal.
- (b) If Goods are not removed within that time, Storage Charges continue to accrue.
- (c) The Company may exercise its Lien and disposal rights in accordance with these Conditions.

6.13 Insurance

The Company does not insure the Goods. The Customer is responsible for arranging and maintaining adequate insurance cover for the full value of the Goods while in Storage or transit.

6.14 Outdoor Storage / Hardstand Storage

- (a) The Customer acknowledges that Goods may be stored outdoors, on hardstand or in open yard areas unless expressly agreed otherwise in writing.
- (b) Where Goods are stored outdoors, the Company is not liable for any loss, damage or deterioration caused by exposure to weather, heat, sunlight, rain, humidity, dust, corrosion, rust, mould or other environmental conditions.
- (c) The Customer is responsible for ensuring that Goods delivered for outdoor storage are suitable for such storage and are appropriately packed, sealed, wrapped and protected.
- (d) If the Customer requests indoor or undercover storage, such storage must be agreed in writing and may attract additional Storage Charges.

6.15 Release of Goods

The Company is not required to release or deliver Goods unless:

- (a) written instructions are received from the Customer; and
- (b) all Unpaid Amounts owing to the Company have been paid in full.

6.16 Standard of Care

The Company will exercise reasonable care in the Storage of the Goods but will not be liable for any loss, damage or deterioration except to the extent caused by the Company's proven negligence.

6.17 No Special Storage Conditions

Unless expressly agreed in writing, the Company does not warrant that Storage facilities are climate-controlled, pest-free, dust-free or otherwise suitable for any particular type of Goods. The Customer is responsible for ensuring the Goods are suitable for the storage environment.

7. CARRIAGE AND DELIVERY

7.1 Method of Carriage

The Company may carry the Goods by any route, method or means it considers appropriate and may deviate from any usual or direct route without liability.

7.2 Authority to Deliver

The Company is authorised to deliver the Goods to the address nominated by the Customer.

Delivery is deemed complete if the Company:

- (a) obtains a signed delivery receipt from any person at the delivery address; or
- (b) leaves the Goods at the delivery address in accordance with the Customer's instructions; or
- (c) delivers the Goods to any person reasonably appearing to be authorised to accept delivery.

7.3 Unattended Delivery

If the delivery location is unattended or delivery cannot be effected for any reason beyond the Company's control, the Company may:

- (a) leave the Goods at the delivery location;
- (b) store the Goods at the Customer's risk and cost; or
- (c) return the Goods to the Customer,

and all additional costs incurred will be payable by the Customer.

7.4 Failure to Accept Delivery

If the Consignee refuses or fails to accept delivery, the Goods may be stored or returned at the Customer's cost and risk.

7.5 Loading and Unloading Delays

The Company may charge waiting time and detention in accordance with its rate schedule for any delay in loading or unloading exceeding:

- (a) 60 minutes for full loads; and
- (b) 30 minutes for part loads,

calculated from the time the Company arrives at the collection or delivery location, unless the delay is caused solely by the Company.

7.6 Customer Instructions

If the Customer directs the Company to use a particular method of carriage, handling or storage and that method is not reasonably practicable, the Company may use an alternative method without liability.

7.7 Risk in Transit

Subject to clause 10 (Liability), risk in the Goods remains with the Customer at all times unless otherwise required by Law.

7.8 No Guarantee of Delivery Time

Any timeframes provided for delivery or release of Goods are estimates only. The Company does not guarantee delivery by any specified date or time and is not liable for delay unless expressly agreed in writing.

8. FORCE MAJEURE

8.1 No Liability for Force Majeure

The Company is not liable for any delay, failure, non-performance or inability to perform the Services to the extent caused or contributed to by a Force Majeure Event.

8.2 Definition

A **Force Majeure Event** includes any event or circumstance beyond the reasonable control of the Company, including but not limited to:

- (a) flood, fire, storm, cyclone, lightning or other natural disaster;
- (b) road closures or transport disruption;
- (c) industrial disputes, labour shortages or strikes;
- (d) power failure or interruption of utilities;
- (e) breakdown of plant, equipment or vehicles;
- (f) government action, regulation or restriction;
- (g) pandemic, epidemic or public health emergency;
- (h) war, civil unrest, terrorism or sabotage.

8.3 Suspension of Obligations

Where a Force Majeure Event occurs, the Company's obligations are suspended for the duration of the Force Majeure Event.

8.4 Charges Continue During Force Majeure

Storage Charges and any other applicable charges continue to accrue during any period of delay, suspension or interruption caused by a Force Majeure Event.

9. CHARGES AND PAYMENT

9.1 Charges Earned

All charges for Services are deemed earned upon the earlier of:

- (a) the Company receiving the Goods;
- (b) the Company commencing the Services; or
- (c) the Goods being stored, handled or transported.

Charges are non-refundable except as required by Law.

9.2 Rates

- (a) Charges are calculated in accordance with the Company's agreed rate schedule or quotation.
- (b) If no written rate applies, the Company's standard rates in force at the time the Services are provided apply.
- (c) The Company may adjust its rates on reasonable notice for ongoing storage arrangements.

9.3 Payment Terms

- (a) Unless otherwise agreed in writing, all invoices are payable within 7 days of the invoice date.
- (b) Storage Charges payable in advance must be paid prior to release of Goods.
- (c) Payment must be made without deduction, set-off or counterclaim.

9.4 Third Party Payment

If the Customer instructs that charges are to be paid by a third party, the Customer remains primarily liable if payment is not received by the due date.

9.5 Interest

Interest accrues on any Unpaid Amount at the rate of 1.5% per month, calculated daily and compounding monthly, from the due date until payment is made in full.

9.6 Enforcement Costs

The Customer must pay all Enforcement Costs incurred by the Company in recovering any Unpaid Amount.

9.7 GST

Unless otherwise stated, all charges are exclusive of GST. The Customer must pay any applicable GST in addition to the charges.

9.8 Suspension of Services

If any amount remains unpaid beyond the due date, the Company may suspend further Services and refuse to release Goods until all Unpaid Amounts are paid in full.

9.9 Additional Charges

In addition to the Company's standard charges for the Services, the Customer must pay all additional costs and charges incurred by the Company in connection with the Services or the Goods, including but not limited to:

- (a) fees for re-weighing, re-measuring, re-quantifying, re-labelling, re-stacking, re-palletising, re-wrapping or otherwise re-handling the Goods;
- (b) road tolls, escort costs and permits;
- (c) port, terminal, wharf, quarantine or inspection charges;
- (d) container hire, detention, demurrage and return fees;
- (e) pallet hire charges and transfer fees;
- (f) customs charges, duties, levies and Taxes; and
- (g) any other charges paid or payable by the Company to any third party in connection with the Services.

9.10 Payment of Third Party Charges

The Company may pay any charges, costs, fees or expenses to third parties on behalf of the Customer in connection with the Goods or the Services (including demurrage, detention, port charges, tolls, quarantine charges or inspection fees). Any amount paid by the Company on behalf of the Customer is a debt due and payable by the Customer to the Company immediately upon demand.

10. LIABILITY

10.1 Exclusion of Liability

To the maximum extent permitted by Law, the Company is not liable (whether in contract, tort, negligence or otherwise) for any loss of, damage to, deterioration of, evaporation of, contamination of, or misdelivery or delay in delivery of the Goods, or any part of the Goods.

10.2 Excluded Causes

Without limiting clause 10.1, the Company is not liable for loss or damage arising from:

- (a) inherent defect, quality or vice of the Goods;
- (b) insufficient or unsuitable packaging, securing, palletising or labelling;
- (c) shrinkage, vermin, insects, mould, mildew, rust, corrosion, humidity or atmospheric conditions;
- (d) weather conditions including rain, hail, flooding or extreme heat;
- (e) handling of fragile Goods including glass, plaster, fixtures or brittle materials;
- (f) mechanical, electrical or electronic failure of the Goods;
- (g) acts or omissions of the Customer, Consignor, Consignee or any third party;
- (h) compliance with Customer instructions;
- (i) Force Majeure Events.

10.3 No Liability for Consequential Loss

To the maximum extent permitted by Law, the Company is not liable for any Consequential Loss suffered by the Customer, Consignor, Consignee or any other party.

10.4 Limitation of Liability

If, despite these Conditions, the Company is liable to the Customer for loss or damage arising from the Services, the Company's liability is limited (at the Company's election) to:

- (a) resupplying the Services; or
- (b) the cost of resupplying the Services.

10.5 Maximum Liability Cap

To the maximum extent permitted by Law, the Company's total liability for any claim (including any series of related claims) is limited to the amount paid by the Customer to the Company for the Services giving rise to the claim.

10.6 Time Bar for Claims

The Company is released from all liability unless written notice of a claim is provided within 14 days of delivery, removal from storage, or the date the Goods should reasonably have been delivered or removed.

10.7 No Waiver of Protections

The exclusions and limitations in this clause apply even if loss or damage arises from an act, omission, breach of contract or negligence of the Company, except to the extent that such liability cannot be excluded by Law.

10.8 Environmental Conditions

Unless expressly agreed in writing, the Company does not warrant that Storage facilities are temperature-controlled or humidity-controlled. The Company is not liable for loss or damage arising from environmental or atmospheric conditions.

10.9 Theft and Criminal Acts

To the maximum extent permitted by Law, the Company is not liable for loss of or damage to the Goods arising from theft, burglary, unlawful entry, vandalism, fraud, or any other criminal act by a third party, unless such loss or damage is caused by the proven negligence of the Company.

The Customer acknowledges that the Company is not an insurer of the Goods.

10.10 Systems and Data

The Company is not liable for loss or damage arising from system outages, software errors, electronic data inaccuracies or failures beyond its reasonable control.

10.11 Customer Insurance and Liability Cap

- (a) The Customer acknowledges that the Company does not insure the Goods and the Customer is responsible for arranging and maintaining insurance for the full replacement value of the Goods at all times, including during Storage, Handling Services and Carriage.
- (b) To the maximum extent permitted by Law, the Company is not liable for any loss of or damage to the Goods unless such loss or damage is caused by the proven negligence of the Company.
- (c) If, despite these Conditions, the Company is liable for loss of or damage to the Goods, the Company's liability is limited to the lesser of:
- (i) AUD \$1,000 per pallet (or part thereof) affected;
 - (ii) AUD \$5,000 per consignment or job; or
 - (iii) the total amount paid by the Customer to the Company for the Services giving rise to the claim.
- (d) The Company is not liable for any loss or damage to the extent that the loss or damage is covered (or would have been covered) under any insurance policy held by the Customer.
- (e) The Customer releases the Company from, and indemnifies the Company against, any claim made against the Company by the Customer's insurer by way of subrogation, to the extent permitted by Law.

10.12 Detention by Authorities

The Company is not liable for any loss of or damage to the Goods, nor for any delay in delivery or release, arising from inspection, detention, seizure, quarantine, embargo, confiscation or direction by any government authority, customs authority, biosecurity authority, law enforcement agency or regulatory body.

10.13 Goods of Extraordinary Value

The Company will not accept Goods of unusual value (including cash, negotiable instruments, precious metals, jewellery, artworks or irreplaceable items) unless declared in writing and accepted by the Company. In the absence of such declaration and acceptance, the Company is not liable for any loss of such Goods.

11. LIEN, SECURITY INTEREST AND DISPOSAL

11.1 General Lien

The Company has a general lien over all Goods in its possession or control for all amounts owing by the Customer to the Company on any account whatsoever.

The lien attaches upon the Goods coming into the possession or control of the Company.

11.2 Security Interest

The Customer acknowledges and agrees that:

- (a) the lien granted under these Conditions constitutes a security interest for the purposes of the PPSA;
- (b) the Company may register its security interest on the Personal Property Securities Register (PPSR);
- (c) the Customer will do all things reasonably required by the Company to perfect and maintain that security interest; and
- (d) To the extent permitted by the PPSA, the Customer waives its right to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 157 of the PPSA.

11.3 Retention of Goods

The Company may retain possession of the Goods until all Unpaid Amounts have been paid in full.

11.4 Sale of Goods

If any Unpaid Amount remains outstanding after written notice demanding payment:

- (a) the Company may sell the Goods by public auction or private treaty;
- (b) the Company may apply the proceeds of sale towards the Unpaid Amount and any Enforcement Costs;
- (c) the Customer remains liable for any shortfall; and
- (d) the Company is not liable for any loss suffered by the Customer as a result of the sale.

11.5 Perishable or Dangerous Goods

If the Goods are perishable, deteriorating, hazardous or of low value relative to the costs owing, the Company may sell or dispose of the Goods immediately without notice.

11.6 Survival

The rights under this clause survive termination of the Agreement.

11.7 Uncollected or Abandoned Goods

- (a) If the Goods are not collected within 14 days after the Company gives written notice requiring their removal, the Goods will be deemed uncollected.
- (b) If any Unpaid Amount remains outstanding at that time, or the Customer fails to collect the Goods within the notice period, the Company may, without further notice:
 - (i) sell the Goods by public auction or private treaty;
 - (ii) dispose of the Goods; or
 - (iii) deal with the Goods in any manner the Company considers reasonable in the circumstances.
- (c) The Company may apply the proceeds of sale towards:
 - (i) all Unpaid Amounts;
 - (ii) Storage Charges;
 - (iii) Enforcement Costs; and
 - (iv) costs of sale or disposal.
- (d) The Customer remains liable for any shortfall.
- (e) To the maximum extent permitted by Law, the Company is not liable for any loss suffered by the Customer as a result of a sale or disposal carried out in accordance with this clause.
- (f) Any surplus remaining after deduction of all amounts owing will be held by the Company for 30 days. If unclaimed within that period, the surplus may be paid into a trust account or otherwise dealt with in accordance with Law.

12. DANGEROUS GOODS

12.1 Declaration

The Customer must not deliver any Dangerous Goods to the Company unless:

- (a) the Customer has provided prior written notice to the Company that the Goods are Dangerous Goods;
- (b) the Customer has provided all documentation required by Law (including any safety data sheets and declarations); and
- (c) the Company has agreed in writing to accept the Dangerous Goods.

12.2 Compliance

The Customer warrants that all Dangerous Goods are correctly packed, labelled and declared in accordance with all applicable Laws, including the Australian Dangerous Goods Code (ADG Code).

12.3 Indemnity

The Customer indemnifies the Company against all loss, damage, cost, expense, injury, death, liability, penalty or claim arising out of or in connection with:

- (a) the carriage, storage or handling of Dangerous Goods; or
- (b) any failure by the Customer to properly declare, label, document or package Dangerous Goods, including any Consequential Loss.

12.4 Right to Refuse, Destroy or Dispose

If, in the Company's reasonable opinion, any Goods are or may become Dangerous Goods, or are likely to cause damage, injury or contamination, the Company may at any time (without liability):

- (a) refuse to accept the Goods;
- (b) remove the Goods from the premises;
- (c) destroy, dispose of or render the Goods harmless; and/or
- (d) take any action required to protect persons, property or the environment.

All costs incurred by the Company in connection with such action are payable by the Customer.

12.5 Contamination and Clean-Up Costs

The Customer indemnifies the Company against all loss, damage, clean-up costs, remediation expenses, disposal costs, regulatory penalties and claims arising from leakage, spillage, contamination, emission or escape of any substance from the Goods, including damage to other goods, property or premises.

13. NOTIFICATION OF CLAIMS**13.1 Written Notice Required**

The Company is released from all liability in respect of the Goods unless the Customer provides written notice of any claim (or intended claim) to the Company, including full particulars of the claim, within the timeframes set out in this clause.

13.2 Time Limits

- (a) For any claim relating to loss of or damage to Goods occurring during Carriage, Handling Services, loading or unloading, notice must be given within 14 days of delivery of the Goods or the date the Goods should reasonably have been delivered.
- (b) For any claim relating to loss of or damage to Goods occurring during Storage, notice must be given within 14 days of removal of the Goods from storage or the date the Goods should reasonably have been removed.

13.3 Time Bar for Proceedings

The Company is released from all liability unless legal proceedings are commenced within 3 months of the date of delivery, removal or attempted delivery/removal (as applicable).

13.4 Inspection

The Customer must allow the Company a reasonable opportunity to inspect the Goods and any packaging before the Goods are repaired, disposed of or otherwise dealt with.

14. APPLICABLE LEGISLATION**14.1 Statutory Guarantees**

Nothing in these Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or condition implied by the Competition and Consumer Act 2010 (Cth) or any other applicable legislation which cannot lawfully be excluded, restricted or modified.

14.2 Limitation Where Permitted

To the extent permitted by Law, where the Company is liable for a breach of any non-excludable guarantee, condition or warranty, the Company's liability is limited (at the Company's election) to:

- (a) the resupply of the Services; or
- (b) the payment of the cost of having the Services resupplied.

15. TERMINATION AND SUSPENSION

15.1 Suspension for Non-Payment

If any Unpaid Amount is outstanding beyond the due date, the Company may, without prejudice to any other rights:

- (a) suspend the provision of further Services;
- (b) refuse to release Goods; and/or
- (c) require payment in advance for future Services.

15.2 Termination by Notice

Either party may terminate an ongoing Storage arrangement by giving not less than 14 days' written notice to the other party, unless otherwise agreed in writing.

15.3 Immediate Termination

The Company may immediately terminate the Agreement or any ongoing Services if:

- (a) the Customer breaches these Conditions and fails to remedy the breach within 7 days of written notice;
- (b) the Customer becomes insolvent, enters liquidation, administration or bankruptcy;
- (c) the Company reasonably considers the Goods to pose a safety, legal or environmental risk; or
- (d) continued performance becomes unlawful.

15.4 Effect of Termination

Upon termination:

- (a) all amounts owing to the Company become immediately due and payable;
- (b) Storage Charges continue to accrue until the Goods are removed;
- (c) the Customer must promptly remove the Goods; and
- (d) the Company's lien and security rights continue to apply.

15.5 Survival

Any clause which by its nature is intended to survive termination (including Liability, Lien, Indemnities and Enforcement Costs) continues in full force and effect.

16. NOTICES

16.1 Method of Service

Any notice required or permitted to be given under these Conditions must be in writing and may be given by:

- (a) email to the email address last notified by the receiving party;
- (b) prepaid post to the address last notified by the receiving party; or
- (c) hand delivery to the address last notified by the receiving party.

16.2 When Notice is Taken to be Received

A notice is taken to be received:

- (a) if sent by email, at the time the email is sent, unless the sender receives an automated message that the email was not delivered;
- (b) if sent by prepaid post, 3 Business Days after posting;
- (c) if delivered by hand, at the time of delivery.

17. GOVERNING LAW AND JURISDICTION

17.1 Governing Law

These Conditions and any Agreement are governed by the laws of the Northern Territory of Australia.

17.2 Jurisdiction

The parties submit to the exclusive jurisdiction of the courts of the Northern Territory and any courts competent to hear appeals from those courts.

18. GENERAL

18.1 Severability

If any provision of these Conditions is invalid, illegal or unenforceable, it is to be read down or severed to the extent necessary to ensure it is valid and enforceable, and the remaining provisions remain in full force and effect.

18.2 Waiver

A failure or delay by the Company to exercise any right under these Conditions does not operate as a waiver of that right. A waiver is only effective if in writing.

18.3 Assignment

The Customer must not assign or transfer any of its rights or obligations under these Conditions without the prior written consent of the Company.

The Company may assign or subcontract its rights and obligations under these Conditions without consent.

18.4 Relationship of Parties

Nothing in these Conditions creates a partnership, joint venture, employment relationship or agency between the parties.

18.5 Interpretation

Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa.