

Please read the following conditions carefully and in their entirety. You will be bound by these conditions if we carry or store goods for you.

This means:

- You should take out your own insurance cover over the goods.
- If you are operating a business:
 - the goods will be at your sole risk and our services are priced on this basis; and
 - we will not be liable for any loss of or damage to the goods, or any other losses you suffer, regardless of the cause of such loss or damage.

CONDITIONS OF CARRIAGE

1. DEFINITIONS

1.1 The meanings of the terms used in these conditions are set out below.

Term	Meaning
Chain of Responsibility Law	the Heavy Vehicle National Law Act as enacted in any Australian state, the <i>Road Traffic (Administration) Act 2008</i> (WA) and the <i>Road Traffic (Vehicles) Act 2012</i> (WA) and any other state, territory or Commonwealth legislation dealing with the obligations of parties involved in road transport activities, such as consignors, transport operators, loaders, drivers and schedulers
CLINT	Concept Logistics Interstate Transport Pty Ltd (ACN 607 609 496) trading under its own name or under any other business name and its officers, employees, agents and Subcontractors
Consequential Loss	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; punitive or exemplary damages; in each case arising from or in connection with the performance of these conditions and whether or not foreseeable at the time of entering into these conditions
Customer	the Person who engages CLINT to provide the Services
Dangerous Goods	Goods that are or may become noxious, dangerous, flammable or damaging, or that are or may become liable to damage any property whatsoever
Goods	any property accepted by CLINT from the Customer including any container or packaging supplied by or on behalf of the Customer
Person	includes a corporation, company, partnership or any other entity
PPSA	<i>Personal Property Securities Act 2009</i> (Cth)

Term	Meaning
Services	the whole of the operations and services undertaken by CLINT or any Person on behalf of CLINT (whether gratuitously or not) and includes loading, unloading, packing, unpacking, handling, transport and storage of the Goods and the provision of any advice
Subcontractor	includes any Person who, pursuant to a contract or arrangement with any other Person (whether or not CLINT), performs or agrees to perform the Services or any part of it and may include railways, airlines and sea carriers

1.2 Terms used in these conditions have the same meaning as under the PPSA.

1.3 A reference in these conditions to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations.

2. NEGATION OF LIABILITY AS A COMMON CARRIER

All Services are performed by CLINT subject only to these conditions and CLINT reserves the right, at its discretion, to refuse to provide Services in relation to:

- (a) goods for any person; and
- (b) any class of goods.

3. CONSIGNOR'S WARRANTIES

3.1 The Customer warrants that:

- (a) the Goods are in a state fit to allow the Services to be performed and have been suitably packaged for those purposes;
- (b) the Customer has the authority of all Persons owning or having any interest in the Goods to accept these conditions on their behalf;
- (c) the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Customer are correct;
- (d) where required by law, it has accurately completed and supplied a container weight declaration form;
- (e) there is a suitable practicable road and approach for CLINT and CLINT's vehicles to the place from which the Goods are to be removed and the place to which the Goods are to be delivered;
- (f) the Customer will be responsible for the loading and unloading of any Goods that consist of items of machinery for which a licence to operate is required; and
- (g) the Services are supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Customer.

3.2 CLINT relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Customer but does not admit their accuracy.

- 3.3 The Customer undertakes to indemnify CLINT in respect of any liability whatsoever in respect of the Goods to any Person (other than the Customer) who claims to have, who has, or who in the future may have any interest in the Goods or any part of the Goods.

4. RIGHT TO SUBCONTRACT

CLINT at its discretion may subcontract on any terms the whole or any part of the Services.

5. EXTENSION OF EXEMPTIONS TO SUBCONTRACTORS

- 5.1 The Customer agrees that no claim or allegation may be made against any employee, agent, or Subcontractor of CLINT 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 CLINT against all consequences of any such claim or allegation.
- 5.2 Every exemption, limitation, condition and liberty in these conditions and every right, exemption from liability, defence and immunity of whatsoever nature applicable to CLINT or to which CLINT is entitled under these conditions will also be available and will extend to protect:
- (a) all Subcontractors;
 - (b) every employee or agent of CLINT or of a Subcontractor;
 - (c) every other Person (other than CLINT) by whom the Services or any part of the Services are undertaken; and
 - (d) all Persons who are or might be vicariously liable for the acts or omissions of any Person falling within clauses 5.2(a), 5.2(b) or 5.2(c).
- 5.3 For the purposes of clause 5.2, CLINT is or will be deemed to be acting as agent or trustee on behalf of and for the benefit of all such Persons and each of them and all such Persons and each of them will to this extent be or be deemed to be parties to these conditions.

6. LIABILITY OF CLINT

- 6.1 Neither CLINT nor any employee or agent or Subcontractor of CLINT nor any other Person who undertakes the Services at any time pursuant to these conditions will in any circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for:
- (a) any loss of or damage to, deterioration, evaporation or contamination of the Goods; or
 - (b) misdelivery, delay in delivery or non-delivery of the Goods or any of them,
- that occurs during the course of the Services including where loss, damage, deterioration, evaporation, contamination, misdelivery, delay in delivery or non-delivery is caused or alleged to have been caused by the negligence of CLINT or its officers, employees or agents or its Subcontractors.
- 6.2 CLINT will be entitled to the benefit of the exclusion of liability provided for in clause 6.1 even if it is proved that the loss or damage resulted from an act or omission done with intent to cause damage, or recklessly and with knowledge that damage would probably result.
- 6.3 Neither CLINT nor any employee or agent or Subcontractor of CLINT nor any other Person who provides advice to the Customer pursuant to these conditions will in any circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for any loss or damage arising out of or in connection with such advice.

- 6.4 Nothing whatsoever done or omitted to be done or other conduct by CLINT in breach of contract or otherwise will under any circumstances constitute a fundamental breach of contract, or a repudiation of contract such as to have the effect of disentitling CLINT from obtaining the benefit of and enforcing all rights, defences, exemptions, immunities and limitations of liability of CLINT contained in these conditions, and all such rights, defences, exemptions, immunities, limitations of liability and like protection will continue to have full force and effect in any event whatsoever.
- 6.5 Notwithstanding any other provision of these conditions, CLINT will under no circumstances be liable for any claim for Consequential Loss.
- 6.6 Where clauses 6.1, 6.2, 6.3, 6.4 or 6.5 cannot legally operate and to the extent permitted by law, CLINT's liability for:
- (a) any loss of or damage to, deterioration, evaporation, contamination, misdelivery, delay in delivery or non-delivery of the Goods, or any of them; or
 - (b) any loss of damage arising out of or in connection with any advice provided by or on behalf of CLINT,

in the course of the Services (including for breach of any warranty, guarantee or any term implied by law in these conditions) is limited to the cost of having those Services supplied again.

7. PALLETS

The Customer:

- (a) acknowledges that CLINT has no responsibility or liability in relation to any pallet used in the course of the Services;
- (b) must ensure that any pallets are transferred from and to any relevant hire accounts and that any necessary documentation is signed and delivered to the applicable pallet hire company; and
- (c) releases and indemnifies CLINT from and against:
 - (i) any liability in relation to the loss of pallets; and
 - (ii) the failure of any party to transfer pallets on or off any hire account.

8. ROUTE AND DEVIATION

- 8.1 The Customer authorises any deviation from the usual route or manner of transport of Goods that may in the absolute discretion of CLINT be considered desirable or necessary in the circumstances.
- 8.2 If the Customer expressly or impliedly instructs CLINT to use, or it is expressly or impliedly agreed that CLINT will use a particular method of handling or storing the Goods or a particular method of Services, CLINT will give priority to that method but if it cannot conveniently be adopted by CLINT the Customer authorises CLINT to handle or store or to carry or to have the Goods handled, stored or carried by another method or methods.

9. DELIVERY

- 9.1 CLINT is authorised to deliver the Goods at the address nominated to CLINT by the Customer for that purpose. CLINT will be conclusively presumed to have delivered the Goods in accordance with these conditions if at that address it obtains from any Person a receipt or signed delivery docket for the Goods.

- 9.2 If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by CLINT or the consignee otherwise fails to take delivery of the Goods CLINT may at its option deposit the Goods at that place (which will be conclusively presumed to be due delivery under these conditions) or store the Goods and if the Goods are stored by CLINT the Customer will pay or indemnify CLINT for all costs and expenses incurred in or about such storage. In the event that the Goods are stored by CLINT, CLINT will be at liberty to redeliver them to the Customer from the place of storage at the Customer's expense.

10. GENERAL LIEN

- 10.1 The Goods are accepted subject to a general lien for all charges now due or that may become due to CLINT by the Customer on any account whatsoever, whether in respect of the Goods or in respect of any other goods for which CLINT provides or has provided Services.
- 10.2 Without prejudice to any other rights CLINT may have under legislation, if charges are not paid when due, or the Goods are not collected when so required or designated, CLINT may, without notice, and immediately:
- (a) remove all or any of the Goods and store them as CLINT thinks fit at the Customer's risk and expense; and
 - (b) open and sell all or any of the Goods as CLINT thinks fit (whether by private treaty or public auction) and apply the proceeds to discharge the lien and costs of sale without being liable to any Person for any loss or damage caused.
- 10.3 The parties agree that the lien attaches to Goods when the Goods are accepted by CLINT for the performance of Services.
- 10.4 The Customer agrees that the lien arising under these conditions is a security interest.
- 10.5 If CLINT requests, then the Customer must promptly upon receipt of a request from CLINT, do anything for the purposes of ensuring that any security interest created under, or provided for by, these conditions is enforceable, perfected (including but not limited to perfection by registration), maintained and is otherwise effective. Anything that is required by the Customer to be done under this clause will be done by the Customer at its own expense. The Customer agrees to reimburse the costs of CLINT in connection with any action taken by CLINT under or in connection with this clause.
- 10.6 The parties agree that, to the extent permitted by the PPSA:
- (a) sections 125, 142 and 143 of the PPSA do not apply (unless the Customer is otherwise notified in writing by CLINT);
 - (b) any right to receive a notice or statement arising by virtue of sections 129, 130, 132, 134 and 135 of the PPSA is waived; and
 - (c) any right to receive a copy or any notice of any verification statement confirming registration of a financing statement or a financing change statement relating to any security interest under or provided for by these conditions is waived.

11. FORWARDING BY RAIL

Where the Goods are accepted for forwarding by rail to an address in a town or other place where CLINT has no receiving depot, the Goods will be deemed duly delivered according to these conditions if they are delivered to the nearest railhead.

12. CHARGES

- 12.1 The Customer will be and remain responsible to CLINT for all its proper charges incurred for any reason.
- 12.2 CLINT's charges will be deemed fully earned on receipt of the Goods by CLINT and are non-refundable in any event. The Customer agrees to pay all sums due to CLINT without any deduction, counterclaim or set-off.
- 12.3 Any special instruction given by the Customer to the effect that charges will be paid by the consignee or any other third party will be deemed to include a stipulation that if the consignee or third party does not pay the charges within seven days of the date of delivery or attempted delivery of the Goods the Customer will pay such charges.
- 12.4 Where the services required by the Customer to be undertaken by CLINT vary from the services for which a quotation or estimate was provided (for example, as to the nature or quantity of the Goods, the nature or location of the premises from or to which Goods are to be carried, the times and dates upon which the services are to be provided), CLINT will be entitled to impose a reasonable additional charge.

13. DANGEROUS GOODS

- 13.1 If CLINT accepts Dangerous Goods for Services:
- (a) such Goods must be accompanied by a full written declaration disclosing the nature of such goods;
 - (b) the Customer must comply with all laws, regulations, ordinances and codes that deal with Dangerous Goods, including but not limited to the *Australian Code for the Transport of Dangerous Goods by Road & Rail*; and
 - (c) the Customer warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of the Services having regard to their nature.
- 13.2 The Customer will indemnify CLINT against all loss, damage or injury howsoever caused arising out of the provision of Services with respect to Dangerous Goods whether declared as such or not and whether or not the Customer was aware of the nature of the Goods.
- 13.3 The indemnity in clause 13.2 extends to Consequential Loss.
- 13.4 If, in the opinion of CLINT, the Goods are or are liable to become of a dangerous or flammable or damaging nature, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to CLINT's right to charge for the Services.

14. FORCE MAJEURE

CLINT will not be liable for any failure or delay in performance of the Services if such failure or delay is due, in whole or in part to any cause whatsoever beyond its control.

15. NOTIFICATION OF CLAIM

- 15.1 Notwithstanding any other provision of these conditions (other than clause 16.1), CLINT 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 CLINT within 14 days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected.

15.2 CLINT will be discharged from all liability whatsoever in respect of the Goods unless suit is brought within 12 months of their delivery or of the date on which they should have been delivered.

16. APPLICABLE LEGISLATION

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

16.2 CLINT and the Customer must comply with all applicable laws and regulations, including Chain of Responsibility Law.

17. ENTIRE AGREEMENT

17.1 These conditions represent the entire agreement between the parties and supersede all prior representations, agreements, statements and understandings between them.

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

18. GENERAL

18.1 These conditions will be construed in accordance with the laws in force in Victoria and the parties submit to the jurisdiction of the courts of Victoria.

18.2 Headings are included for convenience only and do not affect interpretation of these conditions.

18.3 Words importing the singular include the plural and vice versa and words importing a gender include other genders.

18.4 Where the Customer or consignee comprise two or more Persons an agreement or obligation to be performed or observed by the Customer or consignee binds those Persons jointly and severally.

18.5 If any part of these conditions is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and these conditions will remain otherwise in full force.

18.6 The indemnities in these conditions survive the termination or expiration of this agreement.