

## IMPORTANT NOTICE

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:

- We do not provide services to non-business customers.  
By accepting these conditions, you warrant that:
  - you are acquiring our services for, or in relation to, the transport and/or storage of goods for the purposes of a business, trade, profession or occupation carried on or engaged in by you; and
  - the consignee of the goods carries on or is engaged in a business, trade, profession or occupation in relation to those goods  
(see clauses [4.1\(k\)](#) and [4.1\(l\)](#)).
- 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 the loss or damage was caused by our proven 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 [11](#).
- The general effect of these provisions is that, even if we have been negligent, you may not be able to recover the full value of any lost or damaged goods.  
If you want to negotiate for us to have a higher limit of liability with respect to your goods, you should contact us.
- 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.
- If we store goods for you, you must take out a policy of insurance over those goods (see clause [13](#)).
- There are some goods – defined as ‘Excluded Goods’ in clause [1.1](#) – that we do not agree to carry or store, and accordingly we do not accept any liability for loss of or damage to these sorts of goods (see clause [11.3\(c\)](#)).  
You must not, under any circumstance, include any ‘Excluded Goods’ in a consignment.

# TERMS AND CONDITIONS OF SERVICE

## 1. DEFINITIONS

1.1 The meanings of the terms used in this document are set out below.

<u>Term:</u>	<u>Meaning:</u>
<b>Approved Credit Customer</b>	a person who We have agreed to grant credit facilities
<b>Authority</b>	includes any legal or administrative authority acting within its legal powers and exercising any jurisdiction within any nation, state, municipality, port or airport
<b>Cash Customer</b>	a person who is required to make payment for Services at the time of the purchase of the Services
<b>Chain of Responsibility Law</b>	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 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
<b>Charges</b>	any fees payable by You to Us in relation to, but not limited to, the Goods transported or Stored by Us and Services provided by Us
<b>Claim</b>	includes any liability, loss, claim or legal action
<b>COD Customer</b>	a person who is required to make payment for Services on delivery of them
<b>Conditions</b>	these Terms and Conditions of Service, including any alterations made by Us and advised to You from time to time
<b>Consequential Loss</b>	indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; wasted expenditure, 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
<b>Consignment</b>	a consignment of Goods at any one time from You in a single load from one address in Australia to another address in Australia

<b><u>Term:</u></b>	<b><u>Meaning:</u></b>
<b>Container</b>	any container used to carry Goods and any equipment within or connected to a container in respect of which We perform or are requested to perform Services or which enters Our premises in connection with the Services
<b>Damage</b>	includes deterioration, evaporation and contamination
<b>Excluded Goods</b>	<ul style="list-style-type: none"> <li>(a) cigarettes, tobacco and tobacco products;</li> <li>(b) pharmaceuticals;</li> <li>(c) cash, securities and negotiable instruments;</li> <li>(d) bullion, gold and other precious metals,</li> <li>(e) precious stones, precious gemstones and precious jewellery;</li> <li>(f) firearms and ammunition;</li> <li>(g) bicycles (unless they have been crated or boxed);</li> <li>(h) animals and livestock;</li> <li>(i) human tissue or blood;</li> <li>(j) works of art;</li> <li>(k) antiques;</li> <li>(l) solar panels (unless they have been crated or boxed);</li> <li>(m) white goods which are not in their original packaging;</li> <li>(n) musical instruments;</li> <li>(o) household and personal effects, including used furniture</li> </ul>
<b>Force Majeure Event</b>	an event beyond Our reasonable control including acts of God, wars (declared or undeclared), rebellions, insurrections, acts of terrorists, acts of Government bodies (including Authorities), road closures, border closures, interruptions to power or fuel supply, accidents, floods, cyclones, strikes, boycotts, lockouts or other labour disturbances, maritime disasters, explosions, fires, epidemics, pandemics, cyber warfare, cyber attacks, ransomware attacks and cyber sabotage
<b>Goods</b>	the cargo (which includes chattels, articles or any other things) accepted from You, or on Your behalf, for the provision of Services, together with any container, packaging, pallets or documents supplied by You or on Your behalf
<b>GST</b>	has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth)
<b>GST Law</b>	has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)
<b>GST Rate</b>	the rate of GST under the GST Law
<b>Invoice</b>	a tax invoice under the GST Law
<b>Law</b>	the provision of any statute, rule, regulation, proclamation, ordinance or by-law
<b>Outstanding Amount</b>	any amount which remains unpaid upon the expiry of the credit terms (if any) extended by Us, or for which You are otherwise liable to Us
<b>Owner</b>	includes the owner, consignor and consignee of any Goods or Container and any other person who is or may become interested in any Goods or Container and anyone acting on their behalf
<b>PPSA</b>	the Personal Property Securities Act 2009 (Cth)
<b>Requirement</b>	any requirement, notice, order or direction of any Authority and includes any applicable Australian Standard
<b>Services</b>	the services We agree to provide to You, whether gratuitously or otherwise, including transportation, Storage, packing, unpacking, handling and distribution services, towing a trailer, completing documents and the provision of advice and other services which You and We may agree in writing are to be Services
<b>Store/Storage</b>	receiving Goods into a storage location operated by Us or on Our behalf including confirmation of quantities and batch numbers, storing Goods and handling inbound and outbound Goods at the storage location
<b>Subcontractor</b>	any person We engage to carry out all or any part of the Services; including any person, who pursuant to a contract or arrangement with any other person (whether or not We are that person) performs or agrees to perform the Services
<b>Us, We or Our</b>	All Purpose Enterprises Pty Ltd (ABN 30 010 084 367) trading under its own name, under the business name 'All Purpose Transport' or under any other business name
<b>You or Your</b>	the person at whose request or on whose behalf We provide Services

## 2. NEGATION OF LIABILITY AS COMMON CARRIER & APPLICATION OF CONDITIONS

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- 2.1 We are not a common carrier and do not accept liability as such and reserve Our right to refuse to perform Services in respect of any goods.
- 2.2 All Services We perform for You are subject to these Conditions and any prior agreement is superseded. These Conditions will be incorporated into any agreement between You and Us for the performance of Services.
- 2.3 These Conditions may be varied:
- (a) by written agreement signed by Our Managing Director and a person authorised by You; or
  - (b) unilaterally by Us pursuant to clause 2.4.
- 2.4 We may vary these Conditions by providing You with reasonable notice of at least 30 days, of any changes by posting the revised conditions on Our website, emailing the revised conditions to You or by otherwise providing a copy of the revised conditions to You.

## 3. OUR OBLIGATIONS

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- 3.1 We will:
- (a) provide the Services with due skill and care, in accordance with relevant industry practices and Our expertise;
  - (b) use reasonable endeavours to promptly and carefully deliver the Goods to the address nominated by You and to effect delivery at the date and time that You request;
  - (c) comply with Your directions to ensure minimal interference with Your operations;
  - (d) take reasonable care so that the Services comply with and conform with all relevant Laws and Requirements; and
  - (e) to the extent that We Store the Goods, account for all Goods received and use modes of Storage appropriate to the nature of the Goods.
- 3.2 We do not warrant or guarantee particular collection or delivery times for Goods.
- 3.3 To the extent permitted by law, all conditions, guarantees, terms and warranties which would otherwise be imposed or implied into these Conditions are hereby excluded. Without limitation, this exclusion applies to any conditions, guarantees, terms or warranties of merchantability or of satisfactory quality applying to the goods or Services supplied under these Conditions.

## 4. YOUR WARRANTIES, OBLIGATIONS AND INDEMNITIES

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- 4.1 You represent and warrant that:
- (a) You have the authority of all Owners and persons interested in the Goods to enter into and agree to these Conditions on their behalf;
  - (b) the Goods do not include or contain any Excluded Goods (which We do not agree to carry);
  - (c) the Goods and Containers including their description, weight, contents, measure, quantity, condition, marks, numbers and value are complete and correct and are labelled in accordance with any applicable Law or Requirement;
  - (d) the Goods and Containers are properly packed in a manner adequate to withstand normal handling or Storage and to comply with any applicable Law or Requirement;
  - (e) You will provide Us with full and safe access to the Goods and the delivery premises in order to provide the Services;
  - (f) You have advised Us in writing of any characteristics of the Goods requiring special treatment including fragility, dangerous or noxious Goods, orientation during transport, temperature and weather exposure and any other matter relevant to the safe transport of the Goods;
  - (g) a person with authority to accept delivery at the delivery premises will be available to accept delivery;
  - (h) You or the consignee will provide adequate labour and material handling equipment for the unloading of the Goods at the delivery premises;
  - (i) if You make a claim that Goods have been Damaged or destroyed while in Our custody, You will, on request, permit Us to inspect those Goods;
  - (j) You will comply with all Laws and Requirements in relation to loading, handling and unloading of Goods and for ensuring that proper facilities and safeguards are in place for collecting, delivering, loading, handling and unloading of the Goods and Containers; and
  - (k) the Services are supplied to You for the purpose of a business, trade or profession or occupation engaged in by You; and
  - (l) the consignee of the Goods is carrying on or engaged in a business, trade, profession or occupation in relation to the Goods.
- 4.2 You agree to indemnify Us in respect of all losses, damages, expenses, claims, actions and proceedings or any other liability suffered or incurred by, or made or instituted against, Us arising from breach of a warranty given by You in clause 4.1(a), 4.1(b), 4.1(k) or 4.1(l).
- 4.3 You will use Your best endeavours and take reasonable steps to provide the following services to Us to assist in performance of the Services:
- (a) provide Us with any information or documents reasonably required by Us to perform the Services, at Your own cost;
  - (b) give Us sufficient instructions to enable Us to adequately perform the Services;
  - (c) provide Us with any information concerning the nature of the Goods and their packaging that We reasonably request;
  - (d) provide us with access to Your premises to the extent reasonably necessary for Us to perform Our obligations under these Conditions; and
  - (e) decide on any required course of action which We request You to select from alternative courses of action, in such reasonable time as not to delay or disrupt Our performance of the Services.

## 5. INSPECTION

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- 5.1 We will inform You of any discrepancies to the Goods that We discover on receipt by Us and which are apparent on reasonable inspection without opening up any packaging of the Goods.
- 5.2 You authorise Us to open any document, envelope, package or other Container, in which the Goods are placed or packaged or which are otherwise associated with the Goods, for the purpose of determining the nature of the contents, condition, ownership or destination of the Goods or for any other purpose which We consider reasonably necessary.
- 5.3 We are not obliged to carry out an inspection of the Goods.
- 5.4 If We elect not to carry out an inspection of the Goods, We are not liable for any failure to carry out an inspection.
- 5.5 If by Law or Requirement by Authorities at any place, a document, envelope, package or other Container has to be opened for the Goods to be inspected, We will not be liable for any loss, Consequential Loss, Damage or delay incurred as a result of any opening, unpacking, inspection or repackaging. We will be entitled to recover the cost of such opening, unpacking, inspection and repackaging from You.

## 6. DELIVERY AND DISPOSAL

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- 6.1 We are entitled to depart from Your instructions (including deviating from the usual method of Services or transport route or changing the place of Storage) if We, acting reasonably, think it necessary in the circumstances.
- 6.2 Any action by Us in accordance with clause 6.1 does not:
  - (a) confer a right of cancellation or refusal of acceptance of delivery by You or the Owner; or
  - (b) make Us liable for any loss, Consequential Loss or Damage.
- 6.3 If, without advance written notice to Us, the nominated delivery site is unattended or if delivery cannot otherwise be effected by Us, We must contact You to obtain alternative instructions for delivery. We may make an additional charge for following the alternative instructions.
- 6.4 If We are unable to obtain alternative instructions, which We are reasonably able to perform, We may, at Our option:
  - (a) deposit the Goods at the delivery site (which is presumed to be due delivery); or
  - (b) Store the Goods. We may make an additional charge for reasonable costs and expense incurred in relation to that Storage, including a redelivery fee.
- 6.5 Instructions contained in Your bill of lading, delivery order or other documents entitle Us to deliver to the bearer of that document despite that document providing for delivery to a named party or to their order. We are entitled to assume that the person presenting the document is the person lawfully entitled to take delivery. We are not required to verify signatures appearing on any document.
- 6.6 If in Our reasonable opinion or the opinion of any Authority, Goods constitute a risk to other goods, property, life or health, those Goods may be destroyed, disposed of or otherwise dealt with at Our discretion (acting reasonably) and at Your risk and expense.

## 7. STORAGE

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- 7.1 Where Goods are Stored by Us at Your request, You must provide an address to which notices will be sent and an inventory of the Goods to be Stored.
- 7.2 We may remove the Goods from a place of Storage to another place of Storage within the same city at Our discretion.
- 7.3 You must give Us 48 hours' notice of Your intention to remove Goods from Storage.
- 7.4 You must remove Your Goods from Storage within seven days of receipt of written notice from Us.
- 7.5 If We are engaged to Store or arrange Storage of Goods, We do not have to make the Goods available for collection or removal from the place of Storage unless all Charges have been paid and unless You have completed and provided all documents that We reasonably require You to complete or provide.

## 8. STORAGE

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- 8.1 We and any Subcontractor are entitled to subcontract, on any terms, the whole or any part of the Services.
- 8.2 If We subcontract any Services, We:
- (a) will not be relieved of any of Our liabilities or obligations under any agreement incorporating these conditions; and
  - (b) will be liable to You for any act or omission of the Subcontractor as if such act or omission were Our act or omission.
- 8.3 Every exemption, limitation, condition and liberty in these Conditions and every right, exemption from liability, defence and immunity of whatsoever nature for Our benefit or to which We are entitled is also available and will extend to protect:
- (a) all Subcontractors;
  - (b) all of Our employees, agents and every other person by whom the Services or any part of them are performed or undertaken; and
  - (c) all persons who are or might be vicariously liable for the acts or omissions of any person referred to in clause 8.3(a) or 8.3(b).
- 8.4 For the purpose of this clause 8, We are 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 will to this extent be, or be deemed to be, parties to any agreement incorporating these Conditions.

## 9. DANGEROUS GOODS

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- 9.1 You must give Us full written details of any Dangerous Goods (in accordance with any Laws or Requirements if applicable) prior to Us providing Services.
- 9.2 Subject to clause 9.1, You warrant that:
- (a) the description of the Goods provided to Us is accurate;
  - (b) unless described under clause 9.1, the Goods are not:
    - (i) infested with vermin or pests;
    - (ii) Dangerous Goods and are only noxious, dangerous, hazardous, inflammable, volatile or offensive to the extent disclosed under clause 9.1; or
    - (iii) of a kind reasonably capable of causing loss, damage or injury to Us or any third party.
- 9.3 If You breach a warranty in clause 9.2, the Goods may at Your cost, be destroyed, disposed of, abandoned or rendered harmless by Us without compensation to You and without prejudice to Our right to Charges.
- 9.4 You must declare in writing to Us any Goods which may be liable to customs duties or official restrictions.
- 9.5 You warrant that You have complied with all Laws and Requirements relating to the nature, packaging, labelling, storage or transport of the Dangerous Goods and that the Dangerous Goods are packed in a manner adequate to withstand the ordinary risks of the Services having regard to their nature.

## 10. GOODS REQUIRING TEMPERATURE CONTROL

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- 10.1 If We agree to handle any Goods which require temperature control You must give written notice to Us:
- (a) of the nature of those Goods;
  - (b) of the temperature range to be maintained;
  - (c) confirming that the Goods have been properly packed in any Container; and
  - (d) confirming that the Goods have been properly maintained at the required temperature prior to Us providing the Services.
- 10.2 If any of the requirements in clause 10.1 are not satisfied, We will not be liable for any Claim in relation to the Goods to the extent it is caused by Your non-compliance with clause 10.1.
- 10.3 Where a desired temperature is notified to Us and such temperature requirement is acknowledged by Us, then:
- (a) You acknowledge that temperature variations can occur;
  - (b) We will use Our best endeavours to ensure that the Services are provided at a temperature within accepted tolerance levels; and
  - (c) You acknowledge that any temperature record maintained by Us will be prima facie evidence of the temperature during the Services.

## 11. OUR LIABILITY

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- 11.1 To the extent permitted by Law, We will not, under any circumstances, be liable for any:
- (a) loss of the Goods;
  - (b) Damage to the Goods; or
  - (c) mis-delivery, delay in delivery or non-delivery of the Goods, whether in the course of Services or otherwise, unless such loss, Damage, mis-delivery, delay in delivery or non-delivery was caused by Our proven negligence.
- 11.2 Our liability under clause 11.1 will be reduced proportionately to reflect the extent to which Your (or any other person's) negligent or wrongful act or omission caused the loss, Damage, mis-delivery, delay in delivery or non-delivery of the Goods.
- 11.3 Notwithstanding any other provision of these Conditions, to the extent permitted by Law, We will not be liable for any:
- (a) loss of or Damage to Goods caused by:
    - (i) a Force Majeure Event;
    - (ii) the negligent setting or management of the temperature of any refrigerated Container by Us or by any other person;
    - (iii) Us following Your instructions;
    - (iv) the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;
    - (v) vibration, road conditions, weather or weather events of any kind whatsoever;
    - (vi) the Goods being inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without Damage;
    - (vii) inherent vice or the nature of the Goods;
    - (viii) a decline in value, or loss of value as a result of the Goods becoming past their 'use by' or expiry date; or
    - (ix) (except where We pack or prepare the Goods), 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; or
  - (c) loss of or Damage to Excluded Goods.
- 11.4 Notwithstanding any other provision of these Conditions, to the extent permitted by Law, We will not be liable, under any circumstances, for Consequential Loss.
- 11.5 Notwithstanding any other provision of these Conditions, to the extent permitted by Law, Our liability arising from any loss of Goods, Damage to Goods or mis-delivery, delay in delivery or non-delivery of Goods during the provision of Services (other than Storage, which is dealt with in clause 11.7) is limited to the sum of \$5000 per incident.
- 11.6 If We are liable to pay You compensation, pursuant to clause 11.5, You will not be liable to pay Our Charges in respect of any lost or Damaged Goods, calculated on a pro rata basis having regard to Our Charges for that Consignment.
- 11.7 Notwithstanding any other provision of these conditions, to the extent permitted by Law, Our maximum aggregate financial liability in relation to or in any way connected with any loss of Goods or Damage to Goods in Storage, or misdelivery, delay in delivery or non-delivery of Goods in Storage is limited to \$5000 for each incident.
- 11.8 For the purposes of this clause, 'incident' means any event which results in loss of Goods, Damage to Goods, mis-delivery, delay in delivery or non-delivery of Goods and all claims that result from the one original cause will be considered, for the purpose of this subclause, to have arisen from the same incident.
- 11.9 The limitations of liability set out in clauses 11.5 and 11.7 do not apply to the extent that any loss of or Damage to Goods is caused by Us engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct.

## 12. GOODS REQUIRING TEMPERATURE CONTROL

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Notwithstanding any other provision of these Conditions, We will continue to be subject to any guarantee provided by the Competition and Consumer Act 2010 (Cth) and The Australian Consumer Law if and only to the extent that that Act is applicable to these Conditions and prevents the exclusion, restriction and modification of such guarantee.

## 13. INSURANCE

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- 13.1 We are not obliged to insure, or to arrange insurance in respect of the Goods.
- 13.2 If We provide Storage, You must effect and maintain an insurance policy that covers any loss of or Damage to the Goods that occurs while We are providing Storage with respect to those Goods.

## 14. CHARGES

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- 14.1 Subject to clause 14.3, the Charges for the Services will be as quoted in writing by Us. If a Charge for the Services is not quoted then it will be in accordance with Our current price list. Any verbal quotations are subject to written confirmation by Us.
- 14.2 You must pay Us all Charges as soon as they are due without any deduction or deferral for any Claim or set-off.
- 14.3 Notwithstanding acceptance by You of any quotation or estimate of Charges, We may make reasonable additional Charges if:
- (a) the Goods are a different weight, mass, density, length, width or general nature (to that previously described to Us) or differ in any respect to the description of the Goods provided to Us;
  - (b) there is any change or alteration by You or the Owner to the agreed date or time for commencement or completion of the Services;
  - (c) You ask us to provide Services with respect to goods, other than those previously advised to Us;
  - (d) the Goods are not delivered to Us for the provision of Services on the agreed date or at the agreed time; or
  - (e) there is any delay in loading or unloading other than because of Our default.
- 14.4 If any additional charges in clause 14.3 are imposed, upon Your request, We will provide available information and documents supporting these additional charges.
- 14.5 You will be liable for and must pay Us, in addition to any Charges contemplated under these Conditions:
- (a) all applicable Storage Charges as notified to You;
  - (b) any fuel levy imposed, which may be adjusted by Us on a monthly basis on reasonable grounds to reflect various current market factors from time to time;
  - (c) any fee imposed by an Authority for the provision of escorts, pilots or supervisors for heavy or over-dimensional transport;
  - (d) any additional costs arising from heavy or over-dimensional transport including those associated with permits, escorts, equipment, bridge/road works, detours and/or otherwise complying with a Law or Requirement;
  - (e) all statutory charges including Customs charges and excises (whether Australian or foreign) in relation to the transport or Storage of the Goods or the provision of the Services; and
  - (f) all taxes in connection with the Services, including GST (whether Australian or foreign).
- 14.6 If You instruct Us that the Charges will be paid by the consignee or any other third party and the consignee or third party does not pay the Charges when due, You must pay such Charges on demand.

## 15. GST

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- 15.1 This clause 0 applies if We are or may become liable to pay GST in relation to any Services under these Conditions:
- (a) Unless otherwise stated, all Charges quoted are exclusive of GST. In addition to such charges, You must pay GST on the Taxable Supply to Us of an amount equal to the GST exclusive consideration multiplied by the GST Rate. GST will be payable by You without any deduction or set off for any other amount at the same time as the GST exclusive consideration is payable. In all other respects, GST will be payable by You to Us upon the same basis as the GST exclusive consideration is payable by You under these Conditions.
  - (b) We will issue an Invoice to You for the amount of GST referable to the Taxable Supply. We will include in any such Invoice such particulars as are required by the GST Law in order that You may obtain an input tax credit for the amount of GST payable on the Taxable Supply.
  - (c) If any part of the consideration is referable to both a Taxable Supply and anything that is not a Taxable Supply, the amount of GST payable by You will be determined by Us and will be the same amount of GST that would be payable if the Taxable Supply were the only Supply made to You.
  - (d) If You default in the payment on the due date of any amount payable pursuant to clause 15.1(a) then, without prejudice to any other remedies We have, You will pay to Us upon demand an amount equal to the amount of any damages or interest or additional GST that may become payable by Us arising out of Your default.

## 16. TRADING TERMS

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- 16.1 You are required to make payment as follows. If You are:
- (a) a Cash Customer, when purchasing the Services;
  - (b) a COD Customer, on receiving the delivery docket from Us; or
  - (c) an Approved Credit Customer within 14 days of the date of the Invoice.
- 16.2 Unless We notify You otherwise You are a Cash Customer.
- 16.3 We are entitled to charge interest calculated at 10% per annum, compounded annually on all Outstanding Amounts.

## 17. DEFAULT

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- 17.1 If You fail to pay any monies by the payment due date, or otherwise breach these Conditions, We may do any one or more of the following without prejudice to any other rights We have under any Law:
- (a) cancel any credit facility made available to You;
  - (b) where You are an Approved Credit Customer, call up any monies owed by You on any Invoice whether or not the period of 30 days has expired;
  - (c) retain all monies paid on account;
  - (d) suspend or terminate the provision of Services.

## 18. LIEN

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- 18.1 We have a general lien over the Goods (and any related document) for all amounts due by You to Us on any account whatsoever, including in respect of the Goods and any other goods in respect of which We provide or have provided Services.
- 18.2 If You fail to pay any monies by the payment due date or if Goods are not collected when required or designated, without prejudice to any other rights We may have under Law, We may:
- (a) remove any of the Goods or documents and Store them at a Charge in such place and in such manner as, acting reasonably, We think appropriate; or
  - (b) without notice and immediately in the case of perishable Goods, or otherwise on the provision of 30 days' notice, sell the Goods or documents on such terms as We think fit and apply the proceeds in or toward discharge of the lien or any Outstanding Amount and pay the balance to You.
- 18.3 You are liable to Us for the reasonable costs of any notice, publication, Storage, sale or attempted sale under this clause.
- 18.4 On a sale under clause 18.2(b) We may apply the proceeds towards the payment of the expenses of sale and the balance towards payment of any Outstanding Amount.
- 18.5 The lien arising under these Conditions:
- (a) attaches to the Goods when the Goods are accepted by Us; and
  - (b) is a security interest.
- 18.6 On request by Us, You 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.
- 18.7 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 You are otherwise notified in writing by Us); 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.
- 18.8 Terms used in this clause have the same meaning as under the PPSA.

## 19. FORCE MAJEURE

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- 19.1 We are not liable for Our failure to perform, or delay in performing, an obligation (except an obligation to pay money) if:
- (a) the failure or delay arose from a Force Majeure Event; and
  - (b) We gave You notice of the Force Majeure Event promptly after becoming aware of it.

## 20. APPLICABLE LAW

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- 20.1 Both parties agree to comply with all applicable Law including Chain of Responsibility Law.
- 20.2 You must not impose any requirement on Us that would directly or indirectly encourage or require Us or any person on our behalf to speed, drive while fatigued or otherwise perform the Services in an unsafe manner.

## 21. TIME LIMITS ON CLAIMS FOR DAMAGE OR LOSS

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- 21.1 If We are liable for Damage to or loss of any Goods, no Claim may be made unless notice of the Claim is lodged in writing to Our head office, as soon as reasonably practicable but in any event not later than thirty (30) days after delivery was effected or would in the ordinary course of business have been effected.
- 21.2 You acknowledge that the purpose of clause 21.1 is to allow Us an opportunity to promptly investigate the cause of any loss of Damage. Clause 21.1 will not apply if You have a reasonable excuse for Your failure to give written notice.

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## 22. PRIVACY

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- 22.1 You agree to Us using Your personal information for the primary purpose of providing You with the Services or any related secondary purpose.
- 22.2 Both parties will comply with the Privacy Act 1988 (Cth). Any personal information obtained or supplied in connection with the Services will be collected, used, stored, disclosed, transferred and destroyed in accordance with the Australian Privacy Principles and the Law.

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## 23. NOTICES

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- 23.1 Unless You notify Us otherwise Your address for notices will be any address (including email address) or contact details contained in any delivery document You provide to Us.
- 23.2 Any notice sent by post is deemed to have been given on the third day following the day of posting.

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## 24. RELATIONSHIP

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We, in the performance of all work, Services, and activities are and will be an independent contractor and not an employee, partner, agent or principal of You. Nothing in these Conditions will be construed to create a partnership or joint venture relationship between Us and You and neither party will have the authority to bind or obligate the other in any manner.

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## 25. SURVIVAL

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The termination or expiry of any agreement incorporating these Conditions will not affect any accrued rights or remedies to which either party is entitled and all indemnities in these Conditions survive the termination or expiry of any agreement incorporating these Conditions.

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## 26. FURTHER ASSURANCES

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Each party must do anything necessary or desirable (including executing any relevant agreements) to give full effect to these Conditions and the transactions contemplated by these Conditions.

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## 27. INTERPRETATION

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- 27.1 References to:
- (a) statutes, regulations, ordinances, by-laws and orders include all statutes, regulations, ordinances, by-laws and orders amending, consolidating or replacing them;
  - (b) a person are to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture, government body and any other entity recognised by Law as a legal person.
- 27.2 Words importing any gender include all other genders and the singular includes the plural and vice versa.
- 27.3 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- 27.4 Headings are inserted for guidance and do not affect the interpretation of these Conditions.
- 27.5 Where You comprise two or more persons, an agreement or obligation to be performed or observed by You binds those persons jointly and severally.
- 27.6 Wherever 'include' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)'.
- 27.7 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.
- 27.8 These Conditions are governed by and are to be construed in accordance with the Law of the State of Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland and Courts entitled to hear appeals from those Courts.
- 27.9 If You commence or continue to engage in any dealings with Us, these Conditions will be deemed to apply to Our dealings, whether or not You have signed an acknowledgment of their application.
- 27.10 If it is held by a Court that any part of these Conditions is void, illegal, voidable or unenforceable (or would be unless severed) then that part is severable from the Conditions and will not affect the continued operation of the rest of the Conditions.