



DRIVING THE ECONOMY

## TRADING CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

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#### 1.1 In these conditions:

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

**Chain of Responsibility Law** means the *Heavy Vehicle National Law Act 2012 (Qld)* as enacted in the Queensland Parliament and adopted by the States and Territories, including any Regulations made under that Act and any other legislation enacted by the Commonwealth, a State or a Territory for the purpose of giving effect to the Heavy Vehicle National Law or the Council of Australian Governments' Intergovernmental Agreement on Heavy Vehicle Regulatory Reform dated 25 February 2010.

**Consequential Loss** means any indirect or consequential loss; loss of use; loss of market; loss of chance; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; liquidated damages, punitive or exemplary damages; expenses incurred and reliance 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.

**Consignor** means the person whose name appears in the table at the end of this document.

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

**Crane** includes any machine used for lifting Goods, including a sideloader.

**Damage** means physical damage or loss, and includes deterioration, evaporation and contamination.

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

**Force Majeure Event** means acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage, explosions, nuclear accidents, strikes, labour disputes and other industrial disturbances, pandemics and epidemics, cyber warfare, cyberattacks, ransomware attacks or cyber sabotage, any border closure, road closure or congestion of roads, any quarantine or customs restriction or other government order, any interruption of power supply or scarcity of fuel or any accident, collision or breakdown of a vehicle, Crane, machinery or equipment or any other cause beyond the reasonable control of the Service Provider.

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

**Law** includes:

- (a) principles of law or equity established by binding court decisions, and



(b) applicable statutes, regulations, proclamations, orders, bylaws, requirements and approvals.

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

**Service Provider** means the entity engaged by the Consignor to provide Services being either Foley Logistics PTY LTD (ABN 84 678 819 504) and their respective officers, employees, agents and Subcontractors.

**Services** means any operations or services of whatever kind whatsoever undertaken by or on behalf of the Service Provider (whether gratuitously or not), in any way connected with Goods including loading, unloading, packing, unpacking, handling, transporting and storage of Goods, steam cleaning/washing and fumigation services, quarantine services, completing documents and the provision of any advice, and all matters incidental to the provision of the Services.

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

**UN number** means the four digit number that identifies dangerous goods, hazardous substances and articles in the framework of international transport and assigned by the United Nations Committee of Experts on the Transport of Dangerous Goods.

1.2 In these conditions:

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

## **2. NEGATION OF LIABILITY AS A COMMON CARRIER**

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

## **3. SERVICE PROVIDER'S OBLIGATIONS**

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3.1 The Service Provider **will**:

- (a) take reasonable care to protect and safeguard the Goods;

- (b) provide the Services exercising the degree or skill, care and efficiency that would be expected from a competent provider of Services;
  - (c) where the Goods are chilled or frozen and in a refrigerated Container, and the Service Provider stores those Goods at the request of the Consignor, check the temperature set point on arrival at the Service Provider's premises and then check, once daily, that the refrigerated Container in which the Goods are being stored is connected to electrical power;
  - (d) at its own expense, hold all licences as may be required by Law in connection with the Services;
  - (e) use reasonable endeavours to deliver the Goods to the address nominated by the Consignor and to effect delivery at the date and time requested by the Consignor (subject to compliance with all Law, including Chain of Responsibility Law); and
  - (f) use reasonable endeavours to comply with the Consignor's reasonable and lawful directions.
- 3.2 The Service Provider's obligations set out in clause 3.1(c) are the only obligations that the Service Provider has with respect to management of Goods that are chilled or frozen and in a refrigerated Container, and, unless it has breached clause 3.1(c), the Service Provider is not liable for any loss of or Damage to Goods caused by or in any way connected with the temperature of any refrigerated Container unless such loss or Damage is due to the wilful neglect of the Service Provider or its owner servants, agents or subcontractors.
- 3.3 Any liability of the Service Provider for a breach of this clause is subject to the exclusions and limitations set out in clause 6.

#### **4. WARRANTIES AND INDEMNITIES**

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- 4.1 The Consignor will:
- (a) where the Goods are chilled or frozen, provide written notice to the Service Provider of the appropriate temperature set point;
  - (b) ensure that the loading of the Goods onto the Service Provider's vehicle will not cause the vehicle to exceed any dimension or mass limits under Chain of Responsibility Law;
  - (c) where the Goods require special treatment, provide written notice to the Service Provider of the special treatment required;
  - (d) where required by Law, provide an accurate container weight declaration; and
  - (e) provide all documents, information and assistance necessary to allow the Service Provider to comply with the requirements of any Authority.
- 4.2 The Consignor warrants that:
- (a) it has complied with all applicable Laws and regulations relating to the nature, condition, packaging or carriage and storage of the Goods, and that the Goods are packed in a manner, having regard to their nature which is adequate to withstand the ordinary risks of handling, storage or carriage, and that the Goods are accurately described in writing, and the Container(s) packaging are fit and proper condition for the Services;
  - (b) the Goods are in fit state to allow the Services to be performed and are packed in a manner adequate to withstand the ordinary risks associated with the Services;

- (c) the Goods within any Container packed by the Consignor or its servants, agents or contractors, are adequately restrained in accordance with the Load Restraint Guide published by the National Transport Commission;
  - (d) if Goods within a Container are not evenly distributed within the Container, the Consignor will provide a load plan of the contents of the Container before requesting the Service Provider to provide Services;
  - (e) it is either the owner of the Goods, or authorised by all persons owning or having any interest in the Goods (including the consignee) to accept these conditions on their behalf after the Consignor has been provided with a copy of these Terms and Conditions;
  - (f) all details supplied with respect to the Goods, including the details of description, items, pallet space, quantity, weight, volume, quality, value and measurements, are correct;
  - (g) there is a suitable and safe road and approach for the Service Provider's vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;
  - (h) safe and adequate loading facilities and equipment will be available at any place from which any Goods are to be collected and to which any Goods are to be delivered; and
  - (i) Services are supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Consignor.
- 4.3 The Service Provider relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Consignor but does not admit their accuracy.

## **5. SUBCONTRACTING**

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- 5.1 The Consignor authorises the Service Provider to subcontract on any terms the whole or any part of the Services. Such authorisation extends to any Subcontractor and sub-subcontractor.
- 5.2 Unless loss or Damage is due to the wilful neglect of the Subcontractor or sub-subcontractor, the Consignor undertakes that no claim or allegation may be made against any employee, agent, or Subcontractor or sub-subcontractor 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 on the part of any of them and if such claim or allegation should nevertheless be made, to indemnify the Service Provider against all consequences of any such claim or allegation.
- 5.3 Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, limitation, defence and immunity applicable to the Service Provider or to which the Service Provider is entitled under these conditions will also be available to and will extend to protect:
- (a) all Subcontractors;
  - (b) every employee or agent of the Service Provider or of a Subcontractor;
  - (c) every other person (other than the Service Provider) by whom the Services or any part of them is undertaken; and
  - (d) all persons who are or are found to be vicariously liable for the acts or omissions of any person falling within clauses 5.3(a), 5.3(b) or 5.3(c).

- 5.4 For the purposes of clause 5.3 the Service Provider 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 any agreement incorporating these conditions.

## **6. LIABILITY OF SERVICE PROVIDER**

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- 6.1 The Consignor agrees that neither the Service Provider nor any Subcontractor nor any other person who undertakes the Services will, under any circumstances, (except where any legislation otherwise requires) be under any liability whatever (whether in contract, tort, bailment or otherwise) 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 the Consignor proves that such loss, Damage, mis-delivery, delay in delivery or non-delivery was caused by the negligence or wilful default of the Service Provider.

- 6.2 Any liability of the Service Provider under clause 6.1 will be reduced proportionately to represent the extent to which the Consignor (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.

- 6.3 Notwithstanding any other provision of these conditions, the Service Provider will not be liable for any loss of or Damage to Goods:

- (a) caused by:
  - (i) a Force Majeure Event;
  - (ii) the Service Provider following the Consignor's instructions;
  - (iii) the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;
  - (iv) vibration, road conditions, weather or weather events of any kind whatsoever;
  - (v) the Goods being inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without Damage;
  - (vi) inherent vice or the nature of the Goods;
  - (vii) a decline in value, or loss of value as a result of the Goods becoming past their 'use by' or expiry date;
  - (viii) insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary risks associated with the Services;
- (b) comprising electrical or mechanical derangement, shrinkage or ordinary wear and tear; or
- (c) where the loss of or Damage to the Goods occurs while the Goods are not in the possession or control of the Service Provider.

- 6.4 Notwithstanding any other provision of these conditions, the Service Provider will not be liable, under any circumstances, for any claim for Consequential Loss.
- 6.5 Notwithstanding any other provisions of these conditions, and subject always to clauses 6.1, 6.2, 6.3, and 6.4, if any liability whatsoever howsoever arising is found to attach to the Service Provider, the liability of the Service Provider shall not exceed the following:
- (a) in respect of all claims, and any claims under the *Australian Consumer Law* whichever is the lesser of:
    - (A) the supplying of the services again; or
    - (B) the payment of the cost of supplying the services again.

## 7. CONTAINERS AND PALLETS

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7.1 Notwithstanding any other provision of these conditions, the Consignor:

- (a) acknowledges that the Service Provider has no liability or responsibility in relation to any hire charge or demurrage charge associated with any Container or pallet; and
- (b) must ensure that any pallets are transferred to and from any relevant hire accounts and that any necessary documentation is provided to relevant pallet hire businesses.

7.2 If a Container has not been packed or stuffed by the Service Provider, the Service Provider shall not be liable for loss of or damage to the contents if caused by:

- (i) the manner in which the Container has been packed or stuffed;
- (ii) the unsuitability of the contents for carriage in Containers, unless the Service Provider has approved the suitability,
- (iii) the unsuitability or defective condition of the Container, provided that where the Container has been supplied by or on behalf of the Service Provider, this paragraph shall only apply if the unsuitability or defective condition arose:
  - (A) without any negligence on the part of the Company; or
  - (B) would have been apparent upon reasonable inspection by the Customer or owner or person acting on behalf of either of them;
  - (C) the fact that the Container is not sealed at the commencement of the Carriage, except where the Service Provider has agreed to seal the Container.

## 8. ROUTE AND DEVIATION

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

## 9. INSPECTION

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- 9.1 The Service Provider may (but is not obliged to) inspect the Goods (including opening any Container) to determine the nature or condition of the Goods or for any other purpose which the Service Provider considers reasonably necessary.
- 9.2 If, under Law, a Container must be opened, the Service Provider will not be liable for any loss, Damage or delay incurred as a result of any opening, unpacking, inspection or repacking and the Consignor agrees to pay the Service Provider's charge for the cost of any such opening, unpacking, inspection or repacking.

## 10. DELIVERY

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

## 11. CRANE SERVICES

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- 11.1 Where the Service Provider provides Crane services, the Consignor warrants that:
- (a) the road surfaces, access and egress to the site and the site itself are stable, adequate to support the Crane, clear of obstacles and of a gradient to allow the Crane to be operated safely;
  - (b) sufficient clearance will be afforded in respect of all overhead wires; and
  - (c) the specifications and size of the Crane are suitable for the site and for the Consignor's purpose.
- 11.2 The Service Provider **will** supply a standard selection of slings, lugs and chains but accepts no responsibility for loss or delay if any slings, lugs or chains are found to be unsuitable for the Consignor's purpose.
- 11.3 The Consignor warrants that the weight of the Goods to be lifted in any one lift and the radius of the proposed lift, measured from the radial point of the Crane, will not exceed the limits of the Crane.

## 12. STORAGE

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- 12.1 Where Goods are stored by the Service Provider at the request of the Consignor, the Consignor will provide

- (a) an address to which notices will be sent; and
  - (b) an inventory of the Goods to be stored.
- 12.2 Where the Goods being stored are chilled or frozen, the Service Provider's only obligations with respect to temperature control are those obligations set out in clause 3.1(c).
- 12.3 Upon the giving of 48 hours written notice to the Consignor, the Service Provider may remove the Goods from a place of storage to another place of storage without cost to the Consignor.
- 12.4 Storage charges do not include removing, packing, unpacking, inspecting, stowing, re-storing or delivering.
- 12.5 The Consignor must give 48 hours' notice to the Service Provider of its intention to remove Goods from storage.
- 12.6 The Service Provider will not be obliged to allow an inspection of the Goods or to deliver up any Goods in storage:
- (a) to any person other than the Consignor or a person authorised in writing by the Consignor; or
  - (b) in circumstances where any amount is due by the Consignor to the Service Provider on any account whatsoever.
- 12.7 The Consignor will remove its Goods from storage within seven days of receipt of written notice from the Service Provider.

### **13. LIEN**

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- 13.1 The Goods are accepted subject to a general lien for all charges due or that may become due to the Service Provider by the Consignor on any account whatsoever, whether in respect of the Goods or in respect of any other goods in respect of which the Service Provider provides or has provided Services.
- 13.2 Without prejudice to any other rights the Service Provider may have under Law, if charges are not paid when due, or the Goods are not collected when required or designated, the Service Provider may:
- (a) remove all or any of the Goods and store them as the Service Provider thinks fit, at the Consignor's risk and expense; or
  - (b) on the provision of 21 days' notice, open and sell all or any of the Goods as the Service Provider thinks fit (whether by private treaty or public auction, including auction on an internet based platform) and apply the proceeds to discharge the lien and costs of sale without being liable to any person for any loss caused.
- 13.3 The parties agree that the lien arising under these conditions:
- (a) attaches to the Goods when the Goods are accepted by the Service Provider; and
  - (b) is a security interest.
- 13.4 On request by the Service Provider, the Consignor must promptly do anything for the purposes of ensuring that any security interest created under, or provided for by, these conditions is enforceable, perfected (including perfection by registration), maintained and is otherwise effective. Anything that is required to be done under this clause will be done at the Consignor's expense. The

Consignor agrees to reimburse the Service Provider's costs in connection with any action taken by the Service Provider under or in connection with this clause.

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

- (a) sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply (unless the Consignor is otherwise notified in writing by the Service Provider); 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.

#### **14. SERVICE PROVIDER'S CHARGES**

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

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

- (a) all storage, handling, stocktaking and reporting charges and any costs associated with loading or unloading Goods;
- (b) any fuel levy imposed, which may be adjusted by the Service Provider at any time on reasonable grounds to reflect fuel price movements;
- (c) any additional costs arising from heavy or over-dimensional transport including costs associated with permits, escorts, pilots, equipment, bridge/road works and detours; and
- (d) all charges imposed by Law including customs charges and excises and associated fines and penalties.

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

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

14.5 If the Service Provider permits the Consignor to operate a credit account with the Service Provider, all charges must be paid within 21 days from the date of the Service Provider's tax invoice (unless otherwise agreed in writing). If the Consignor defaults in making any payment in accordance with these conditions, then all amounts owed to the Service Provider will immediately become due and payable.

14.6 The Service Provider may withdraw or vary the terms of the Consignor's credit facilities at any time by giving notice to the Consignor.

14.7 Where the Service Provider stores Goods for the Consignor, the Consignor must:

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

- (b) supply or pay for labour or machinery, or both, to load or unload the Goods;
  - (c) compensate the Service Provider for any cost, expense or loss to any property caused by the nature of the Goods; and
  - (d) if the Goods are at any time re-quantified, re-weighed or re-measured, pay any proportional additional charges.
- 14.8 **Words** and expressions used in this clause 14 which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act (Cth) (GST Act)*, have the same meaning in this clause as in the GST Act. Unless expressly stated otherwise, all consideration to be provided under this contract is expressed as exclusive of GST. If GST is payable by a supplier on any supply made under this contract, the recipient will, upon receiving a tax invoice from the supplier, pay to the supplier an amount equal to the GST payable on the supply without deduction or set off.

## 15. DANGEROUS GOODS

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- 15.1 If the Service Provider agrees to provide Services with respect to Dangerous Goods:
- (a) such Goods must be accompanied by a written declaration disclosing the nature of such Goods, their UN number and their class; and
  - (b) the Consignor must comply with all Law with respect to Dangerous Goods, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*.
- 15.2 The Consignor will indemnify the Service Provider against all loss, Damage, fines, expenses, charges, harm or injury howsoever caused arising out of the provision of Services with respect to any Dangerous Goods whether declared as such or not and whether or not the Consignor was aware of the nature of the Goods unless such loss, harm, Damage or injury is due to the wilful neglect of the Service Provider or its owner servants, agents or subcontractors.
- 15.3 The indemnity in clause 15.2 extends to Consequential Loss.
- 15.4 If, in the opinion of the Service Provider, acting reasonably, the Goods are or are liable to become of a dangerous or flammable or damaging nature and pose a threat of property damage or personal injury, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Consignor and without prejudice to the Service Provider's right to charge for any Services.

## 16. FORCE MAJEURE EVENT

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- 16.1 If, because of a Force Majeure Event, the Service Provider is unable to carry out an obligation under any agreement incorporating these conditions:
- (a) the Service Provider must give to the Consignor prompt written notice and reasonable particulars of the Force Majeure Event and, so far as is known, the probable extent that the Service Provider will be unable to perform or be delayed in performing its obligation; and
  - (b) the relevant obligations of the Service Provider and the Consignor (other than any obligation of the Consignor to pay money), so far as they are affected by the Force Majeure Event, will be suspended during, but no longer than, the continuance of the Force Majeure Event.
- 16.2 The Service Provider must use all reasonable diligence to overcome or remove the Force Majeure Event as quickly as possible but the Service Provider will not be obliged to settle any labour or other dispute creating the Force Majeure Event on terms contrary to its wishes.

- 16.3 If the Service Provider gives a notice under clause 16.1, the parties must confer promptly and each use reasonable endeavours to reach a mutually acceptable solution to alleviate any hardship or unfairness caused to either party as a result of the Force Majeure Event.
- 16.4 Nothing in these conditions will be construed as:
- (a) preventing the Consignor from engaging the services of a party other than the Service Provider to provide services where a Force Majeure Event prevents the Service Provider from providing services; or
  - (b) requiring the Service Provider to engage in any act that would cause the Service Provider to be in breach of any applicable law, including Chain of Responsibility Law.

## **17. NOTIFICATION OF CLAIM**

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Notwithstanding any other provision of these conditions (other than clause 18),

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

- (a) in the case of Goods allegedly lost or damaged in the course of loading, unloading or transit within twelve months of their delivery or of the date on which, in the ordinary course of business, they should have been delivered; or
- (b) in the case of Goods allegedly lost or Damaged during storage, within twelve months of the date of removal or attempted removal of the Goods from storage.

## **18. APPLICABLE LEGISLATION**

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- 18.1 Notwithstanding anything contained in these conditions, the Service Provider 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 but only in so far as such legislation applies and prevents the exclusion or modification of any such term, condition, guarantee or warranty.
- 18.2 The Service Provider, Consignor and consignee must comply with all Law, including Chain of Responsibility Law.
- 18.3 The Consignor must not impose any requirement on the Service Provider that would directly or indirectly encourage or require the Service Provider or any person on behalf of the Service Provider to speed, drive while fatigued or otherwise perform the Services in an unsafe manner or in breach of Law.

## **19. ENTIRE AGREEMENT**

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- 19.1 The entire agreement between the parties is contained in these conditions and there are no other understandings, representations or agreements between the parties that are not set out in these conditions.
- 19.2 The Service Provider will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Service Provider by an authorised officer of the Service Provider.

## **20. INSURANCE**

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- 20.1 The Consignor is responsible for insuring the Goods.

20.2 The Service Provider will ensure that it has appropriate legislative insurances in place and can provide at its discretion, copies of relevant legislative insurance Certificate(s) of Currency upon request

**21. GENERAL**

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

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

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

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

<b>Consignor</b>	
<b>ACN/ABN</b>	

The Consignor agrees that all Services undertaken by the Service Provider will be on the conditions contained this document, unless otherwise agreed in writing by the Service Provider.

(Signature)

(Name)

(Position)

/ /  
 (Date)