

Sadleirs Group Transport and Storage Conditions within Australia

1. Definitions

In these conditions:

Business Hours means 7am to 5pm Monday to Friday (except on days which are public holidays) in the relevant State or territory in which an action is to be performed as specified in these conditions.

Carrier means the relevant Sadleirs Group Company to whom the Customer has delivered the Consignment Note for Transport or order for Storage of the Goods.

Chain of Responsibility Law means the Heavy Vehicle National Law Act 2012 of Queensland and its equivalent enacted in relevant territories and States and in the case of Western Australia means the Road Traffic (Vehicles) Act 2012 and any other relevant law or regulation in any State or territory relating to chain of responsibility obligations in respect of driver fatigue, mass, dimension, load restraint and dangerous goods.

Charges means the charges published by the Carrier or notified by the Carrier to the Customer prior to the Customer placing its order with the Carrier.

Consignor means the person named as Consignor in the Consignment Note.

Consignee means the person named as Consignee or receiver in the Consignment Note;

Consignment Note means a consignment note in the form stipulated or approved by the Carrier.

Customer means you, the person who has requested the Carrier to Transport the Goods.

Dangerous Goods means volatile or explosive Goods or Goods which may become dangerous, inflammable or offensive (including radioactive materials) or may otherwise cause a danger to persons, animals, property or the environment, or Goods which by their nature may become Dangerous Goods.

Delivery Address means the address of the Recipient at which the Goods are to be delivered specified in the Consignment Note.

Goods mean the goods accepted by the Carrier from the Customer with any container, packaging or pallets supplied by or for the Customer.

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

Person includes any person, firm or corporation and where relevant government, local authorities and government agencies.

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

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

Sub-Contractor means any Person the Carrier arranges to Transport the Goods and any agent of the Carrier.

Sadleirs Group Company means each of the following Companies:

Sadleirs Transport Co (NSW) Pty Ltd (ABN 19 000 936 194).

Lionel Samson Group Pty Ltd trading as "Sadleirs Road Distribution Services" (ABN 27 008 731 244).

Country Carriers Consortium Pty Ltd (ABN 19 009 033 327).

Storage means storage or warehousing of Goods.

Storage Order means an order by the Customer in writing or electronic form for Storage services in the form approved by the Carrier.

Transport means the operations and services undertaken by Carrier for Customer in respect of the Goods including carriage (by road and or rail or any other mode), loading, unloading and storage which is ancillary to carriage of Goods.

2. Contract Between the Customer and the Carrier-Consignor Also Bound

A contract is created between the Customer and the Carrier when, the Customer delivers the Consignment Note (in the case of Transport services) or the Storage Order (in the case of Storage services) to the Carrier and the Carrier accepts the Goods for Transport or Storage. The contract between the Customer and the Carrier incorporates the provisions the Consignment Note (in the case of Transport services) or the Storage Order (in the case of Storage services) and these conditions. Where there is any inconsistency between the Consignment Note or the Storage Order and these conditions,

these conditions prevail. The Carrier does not accept any terms or conditions which the Customer proposes unless these have been agreed in writing by the Carrier.

Where the Customer is not the same person as the Consignor, the Consignor is also bound in the same way as the Customer under these conditions, including in respect of payment of charges. The liability of the Customer and Consignor is joint and several. The Carrier has the same rights against the Consignor as it has against the Customer as set out in these conditions. If for any reason any provision in these conditions is not enforceable against either the Customer or the Consignor the other shall nevertheless remain liable. Acceptance of these conditions by the Consignor is a condition to the Carrier providing services in respect of the Goods.

3. Not a Common Carrier

The Carrier is not a common carrier and does not accept any liability as a common carrier and may refuse to transport Goods or any class of Goods for any person.

4. Obligations of the Carrier

The Carrier shall procure the delivery of the Goods to the Delivery Address, subject as provided in these conditions.

5. Personal Use Non-Business Consumers

Under the Competition and Consumer Act and similar legislation, the following provisions are included in these conditions:

- we (the Carrier) will carry out the services we have contracted to provide you (the Customer) with due care and skill. This includes the services for which we engage a Sub-Contractor;
- any materials we provide in connection with the services will be reasonably fit for their purpose;
- if we have agreed with you that our services will be provided to you for a particular purpose, both our services and the materials we provide in connection with the services will be reasonably fit for that purpose; and
- if we fail to meet these provisions then we may be liable to you.

These provisions apply despite any terms to the contrary elsewhere in these conditions, but only if you are using our services for personal, non business purposes. If you are using our services for the purposes of your business, trade, profession or occupation, these provisions do not override the other provisions in these conditions.

6. Chain of Responsibility

- 6.1 The Carrier and the Customer acknowledge and agree that each of them have obligations under the Chain of Responsibility Law.
- 6.2 Each party must comply with its obligations under the Chain of Responsibility Law.
- 6.3 The Carrier must (and procure that its contractors and suppliers) comply with any directions, procedures or policies advised or notified by the Carrier to the Customer with respect to packing, securing, loading or unloading of the Goods or entry into, use of, or egress from, the Premises.

7. Carrier Relies on Information Supplied by the Customer

The Carrier relies on the details supplied to it by the Customer. The Carrier cannot verify those details and does not admit their accuracy or completeness and a signature or confirmation by the Carrier is only an acknowledgment of the number of items received. If the Goods are perishable Goods the Customer must advise the Carrier of this.

8. Delivery to Carrier's Depot

The Customer must deliver the Goods to the Carrier's depot specified in the Consignment Note during Business Hours, unless the Carrier has accepted in the Consignment Note that it will collect the Goods from the Customer.

9. Packaging

The Customer acknowledges and agrees that unless otherwise agreed in writing with the Carrier the Customer will be responsible for packing the Goods and ensuring that they are fit for carriage or Storage (where Storage is to be provided) and will be responsible for discharging any obligations under the Chain of Responsibility Law in respect of Goods which the Customer (or its contractors and suppliers) have packed. The Customer must make sure that it has properly packed the Goods to avoid damage and leakage, taking into account that the Goods will be loaded and unloaded during Transport or Storage. The Carrier is under no obligation to check that Goods have been properly packaged but may refuse to accept the Goods for Transport or Storage if it considers that the manner in which the Goods have been packaged constitutes a risk to the Carrier, its employees, Sub-Contractors or other persons. The Company may remove packaging to inspect the Goods and may replace removed packaging with such packaging as it considers appropriate.

10. Delivery Arrangements

- 10.1 The Carrier is not required to deliver the Goods to any address other than the Delivery Address.
- 10.2 The Carrier is not obliged to deliver to residential addresses.
- 10.3 The Carrier may at its discretion agree to a request to deliver the Goods to another address, but will only be bound to do so if it agrees in writing. The Carrier may charge additional Charges for delivery to a change of address. The Customer shall assume all risks arising from the delivery of the Goods to an address other than the Delivery Address.
- 10.4 The Customer must ensure that the Delivery Address has adequate and safe access arrangements in order to ensure that the Carrier may deliver the Goods and the Customer must advise the Carrier of any particular risks.
- 10.5 The Customer must make arrangements at its cost for the Recipient to be available to receive the Goods during Business Hours that the Carrier may have access to the Delivery Address during Business Hours and that equipment and facilities are available at the Delivery Address to unload the Goods.
- 10.6 Unless agreed in writing the Carrier will not exchange any pallets with any Person and the Customer must not transfer any pallets to any account the Carrier may have with a pallet hirer.
- 10.7 The Carrier is not liable for, nor bound by, any instructions to collect cash on delivery or any other payments for any Person.
- 10.8 The Carrier is not required to provide free storage of Goods. The Carrier will only be required to provide Storage services if the Carrier has agreed to provide Storage services pursuant to the Storage Order in writing or by acceptance of the Goods for Storage.

11. Dangerous Goods

- 11.1 The Customer must not tender for Transport or Storage of any liquids or Dangerous Goods without first presenting to the Carrier a full written description disclosing the nature of those Goods.
- 11.2 Dangerous Goods must be packaged in accordance with the provisions of the Australian Dangerous Goods Code, irrespective of whether dangerous goods have been specified on the Consignment Note.
- 11.3 The Customer agrees that the Carrier may refuse to Transport or provide Storage in respect of any Dangerous Goods.
- 11.4 If in the Carrier's opinion the Goods are or are liable to become Dangerous Goods or being Dangerous Goods the condition has deteriorated, the Carrier may at any time and at the Customer's cost destroy, dispose of, abandon or render them harmless without compensation to the Customer, Recipient or any third party and without prejudice to the Carrier's right to any Charges.

12. Customer's Warranties and Indemnities

The Customer warrants that:

- 12.1 the Goods are fit and suitable for Transport or Storage, where Storage services are being provided;
- 12.2 it has fully and adequately described the Goods in the Consignment Note with respect to their nature, weight and measurements and complied with all applicable laws and regulations (including the Australian Code for the Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations; the Australian Dangerous Goods Code and the International Maritime Dangerous Goods Code) about the notification, classification, description, labelling, transport and packaging of the Goods and that, given their nature, the Goods are packed in a proper way to withstand the ordinary risks of Transport or Storage;
- 12.3 the Person delivering the Goods to the Carrier for Transport or Storage is authorised to do so and to deliver the Consignment Note or the Storage Order;
- 12.4 the Customer is authorised to enter into the contract with the Carrier for the Transport or Storage of the Goods;
- 12.5 it is either the owner or the authorised agent of the owner of the Goods or the Consignor and it accepts these conditions for itself and the Recipient as well as for any other Person for whom the Customer is acting should they warrant that they are not prohibited by any agreement from creating a lien over the goods.

13. Delivery by the Carrier of the Transport Services

- 13.1 The Carrier may sub-contract all or part of its obligations on any terms whatsoever.
- 13.2 The Carrier is not required to carry or store the Goods in a chiller or freezer unless the Customer specifies this in the Consignment Note or order (in the case of storage).
- 13.3 If the Customer instructs the Carrier to use a particular method of Transport or route to use, the Carrier will give due consideration to that

method or route if it is suitable but if the Carrier cannot conveniently adopt it or the Carrier considers it is not otherwise appropriate, the Carrier may Transport the Goods by another method or route.

- 13.4 The Carrier is authorised to deliver the Goods to the Delivery Address or any other address directed by the Recipient and Carrier will be taken to have delivered the Goods if at either address the Carrier obtains from any person an acknowledgement of delivery or pursuant to condition 13.5 where this is applicable. The Customer is responsible for ensuring with the Recipient that the Carrier can have access to the Delivery Address.
- 13.5 If the Recipient's address is unattended or the Recipient fails to take delivery of the Goods, the Carrier may:
- (a) deposit the Goods at the Delivery Address;
 - (b) store the Goods; or
 - (c) return the Goods to the Customer,

and its action under (a), (b) or (c) will constitute delivery. The Customer shall be responsible for additional Charges and expenses incurred by the Carrier in taking the action referred to in this clause.

- 13.6 If the Transport method is rail and the Delivery Address is a town or place where the Carrier does not have a receiving depot the Carrier will be taken to have delivered the Goods if they are delivered to the nearest railhead.
- 13.7 If any identifying document or mark is lost, damaged, destroyed or defaced the Carrier may open any document, wrapping, package or other container in which the Goods are placed or carried to inspect them either to determine their nature or condition or to determine their ownership or destination.
- 13.8 The Carrier may consolidate the Goods with others and as principal or agent may arrange for Transport of the Goods by any Sub Contractor on any terms.
- 13.9 The Carrier may lease, hire or use any container, pallet or rail wagon in which or on which the Goods may be placed or packed and subject to the terms of any bill of lading, hire lease agreement, equipment hand-over agreement, interchange receipt or other contract for transport whether by sea, rail, road or air and may give any receipt for any container or pallet or rail wagon.
- 13.10 If the Carrier believes it is necessary or desirable, the Carrier may deviate from the usual route or method of Transport.

14. Charges and Other Costs

14.1 The Customer must:

If required by the Carrier pay the Charges and other monies payable to the Carrier before the Carrier performs the Transport or Storage Services. If the Carrier does not require payment in advance, the Customer must pay the Carrier the Charges and other monies payable to the Carrier in Australian dollars within 21 days of the date of the Carrier's invoice (unless the Carrier and the Customer have agreed in writing to another payment date) without set-off or any deduction;

- (a) pay freight by weight or measurement as the Carrier selects. The Carrier may undertake weighing (and re-weighing) and measurement (and re-measurement);
- (b) if the Goods are at any time re-weighed or re-measured, pay any additional charge levied by the Carrier;
- (c) pay any charge for demurrage at the rate charged to the Carrier directly or indirectly by any railway or shipping authority or other Person;
- (d) pay the Carrier's expenses and charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any market, harbour, dock, railway, shipping, customs, excise, or warehouse authority or other Person;
- (e) if any of the Goods are under customs control, pay all customs duty, excise duty and costs (including any fine or penalty) which the Carrier becomes liable to pay or pays;
- (f) supply or pay for labour or machinery or both to load or unload the Goods;
- (g) if the Carrier requires, pay an additional charge at rates quoted by the Carrier, or if the Carrier has no quoted relevant rates, at industry rates if the Recipient is not present during Business Hours or the time specified, or if there is any delay outside the Carrier's control in loading or unloading;
- (h) pay the cost, expense or loss to the Carrier of destruction or disposal storage, return of the Goods opening or inspecting as permitted by these conditions;

- (i) compensate the Carrier for any cost, expense or loss to the Carrier's property or any Person caused by the Goods; and
 - (j) if any Charges are not paid on the date for payment, pay interest on the unpaid Charges at a rate which is 3% above the Cash Rate published from time to time by the Reserve Bank of Australia.
- 14.2 The Carrier's Charges are earned as soon as the Goods are received by the Carrier (whether for Transport or Storage) and whether they are delivered to the Recipient or not and whether damaged or not.
- 14.3 The Carrier will not refund any payment for Charges except where this is provided in clause 19 or clause 20.
- 14.4 The Carrier's quoted Charges exclude GST. The Customer must pay all GST.
- 14.5 The Customer shall indemnify the Carrier from all taxes, duties, excise and impost imposed on or incurred by the Carrier in undertaking the Transport, provided that this does not extend to income tax payable by the Carrier or payroll tax payable by the Carrier.
- 14.6 The Customer shall indemnify the Carrier from and against all charges and expenses incurred by the Carrier whether in respect of external lawyers or collection agents and internal costs incurred in recovery the payment of money payable by the Customer to the Carrier.
- 15. Lien**
- 15.1 The Carrier has a general lien on the Goods and on any other goods of the Customer for all Charges due or which become due on any account whether for Transport of the Goods or any other goods, Storage or any other Carrier service.
- 15.2 If the Charges are not paid or the Customer or Recipient fails to take delivery or return of the Goods, the Carrier may without notice and, in the case of perishable Goods, immediately:
- (a) store the Goods as the Carrier thinks fit at the Customer's risk and expense (with additional Charges to run for the storage), or
 - (b) open any package and sell all or any of the Goods as the Carrier thinks fit and apply the proceeds to discharge the lien and costs of sale.
- 15.3 The Carrier may deduct or set-off from any moneys due from the Carrier to the Customer under any contract, debts and moneys due from the Customer to Carrier under these conditions or any contract.
- 16. Personal Property Securities Act 2009 (PPSA)**
- 16.1 In this clause:
- (a) "financing statement" has the meaning given to it by the PPSA;
 - (b) "financing change statement" has the meaning given to it by the PPSA;
 - (c) "security agreement" means the security agreement under the PPSA created between the Customer and the Carrier by these conditions; and
 - (d) "security interest" has the meaning given to it by the PPSA.
- 16.2 The Customer agrees that these conditions:
- (a) constitute a security agreement for the purposes of the PPSA;
 - (b) create a security interest in all Goods the subject of Transport or Storage provided by the Carrier for the purpose of securing all monies owed by the Customer to the Carrier; and
 - (c) are in addition to any contractual lien or lien arising under common law or other relevant law.
- 16.3 The Customer undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Carrier may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a document referred to in clause 16.3(a)(i) or 16.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, the Carrier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - (c) not register a financing change statement against the Carrier in respect of a security interest without the prior written consent of the Carrier;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Carrier; and
- 16.4 The Carrier and the Customer agree that sections 96, 115 (contracting out provision) and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 16.5 The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 16.6 The Customer waives its rights as a grantor or debtor under sections 142 and 143 of the PPSA.
- 16.7 Unless otherwise agreed to in writing by the Carrier, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 17. Insurance**
- The Customer must make its own arrangements for insurance of the Goods. Any loss or damage to the goods must be claimed against the Customer's own insurance.
- The Carrier is not under any obligation to effect insurance in respect of the Transport or Storage of the Goods but may at its discretion declare it on any general policy. If the Customer's insurers dispute liability the Customer has no recourse against the Carrier but shall make its own claim against its insurer.
- 18. Claims**
- 18.1 If the Carrier is liable for damage to or loss of the Goods or any part of the Goods, no claim for the loss or damage may be made unless in the case of Transport notice of the claim is lodged in writing within 5 days of the date of delivery or, for non-delivery, within 7 days of the anticipated date of delivery or in the case of Storage, notice of the claim is lodged in writing within 5 days after the period of Storage has ended.
- 18.2 The failure to notify a claim within a time under 18.1 is evidence of satisfactory performance by Carrier of its obligations.
- 18.3 The Carrier will be discharged from all liability for loss or damage or the Transport or Storage of the Goods unless legal proceedings are brought within 6 months of delivery or the anticipated date of delivery (in the case of Transport) or 6 months after the period of Storage has ended.
- 19. Exclusions and Limitations**
- 19.1 To the extent permitted by law the Carrier excludes from these conditions all conditions, warranties and terms implied by statute, general law or custom.
- 19.2 The Carrier shall not be liable to the Customer for any change in the nature of the goods because of their inherent nature, deterioration in the Goods or evaporation.
- 19.3 The Carrier shall not be liable to any Person, including the Customer, for acts or omissions, including wilful misconduct or recklessness, of the Carrier, its officers, employees or Sub-Contractors in tort (including negligence), contract, bailment or otherwise for loss of, damage to or deterioration or contamination or infestation of the Goods, or any delay, non-delivery or other failure to supply the Transport or Storage or arising out of the Goods, the Transport or Storage or these conditions.
- 19.4 The Carrier shall not be liable to the Customer, and the Customer releases and agrees to indemnify the Carrier its employees and Sub-Contractors against all loss, damage, cost and expense from any claim by any Person in tort (including negligence), contract, bailment or otherwise for loss or damage to any property, injury to, or death of any Person arising out of any acts or omissions of the Carrier, the Transport, the Storage any delay, non-delivery or other failure to supply the Transport or these conditions.
- 19.5 Without limiting any of the above provisions the Carrier shall not be liable for destruction or any damage to Goods caused to the Goods by any third person.
- 19.6 The exclusions and releases in 19.3, 19.4 and 19.5 extend to loss of profits, business or anticipated savings or any other indirect or consequential damage, or loss of profits or economic loss and even if the Carrier knows they are possible or otherwise foreseeable.
- 19.7 These conditions apply in all circumstances arising from a fundamental breach of contract or breach of a fundamental term.
- 19.8 The Carrier, in addition to acting for itself, also acts as agent of and trustee for each of its officers employees and Sub-Contractors so they are entitled to the full benefit of these conditions, including any exclusions or limitations of liability, to the same extent as Carrier.
- 19.9 Even if the Carrier breaches any of these conditions, all the rights, immunities and limitations of liability in these conditions continue to have their full force and effect in all circumstances.

19.10 The Customer undertakes that no claim or allegation shall be made against any Sub-Contractor or employee or officer of the Carrier by whom any service in relation to Transport or Storage of the Goods is arranged, performed or undertaken, which imposes or attempts to impose upon that Sub-Contractor, employee or officer any liability in connection with the Transport or Storage of the Goods (whether in negligence or otherwise) and if such claim or allegation is made to indemnify the Carrier from and against all consequences thereof.

19.11 Without limiting any of the provisions set out in this clause 19, to the extent permitted by law the liability of the Carrier shall be limited to one of the following (at the option of the Carrier);

- (a) providing the Transport again;
- (b) paying the cost of having the Transport provided again; or
- (c) refunding the Charges paid.

20. Cancellation

The Carrier may at any time and for any reason cancel the contract between it and the Customer (to which these conditions apply) relating to the Transport or Storage of goods referred to in the Consignment Note by giving written notice to the Customer. In the event that the contract is cancelled the Carrier must refund any monies which the Customer has paid in advance (less costs it has incurred to the date of cancellation) and if the Carrier has not been paid its Charges it may recover the Charges up to the date of cancellation.

21. No Assignment

The Customer must not assign its rights under the agreement between it and the Carrier without the Carrier's prior written permission.

22. GST

The Customer must pay all GST in respect of the Charges and expenses incurred by the Carrier including any revised assessment of GST.

23. Indemnity for Breach

The Customer agrees to indemnify the Carrier from and against all losses and expenses incurred by the Carrier as a consequence of the breach by the Customer of its obligations under these conditions or any warranty given by the Customer.

24. Force Majeure

The Carrier shall not be liable for any failure by it to perform any obligation in these conditions or performing them within a particular time or any loss or damage to Goods, where the Carrier is unable to perform that obligation by reason of, or the loss or damage is because of any matter which is beyond its control including but not limited to: any accident, weather conditions, industrial action, shortage or unavailability of fuel, congestion in roads, railways, ports or other venues, fire, explosion or flood or change in any law or any direction of a government authority.

25. Limited Liability Cover

25.1 In order to minimize the potential disputes with Customers on matters arising under this contract subject to payment of the Additional Charge defined in clause 25.2 (as advised by the Carrier) by the Customer, the Carrier is prepared to pay subject to the provisions of this clause 25, but without making any admission, the Relevant Amount in relation to Goods which are damaged or lost during the course of the Contractor providing services under these conditions, which the Customer claims is due to the fault of the Carrier or its Sub-Contractor, subject as provided in this clause. The payment by the carrier of the Relevant Amount does not constitute an admission of liability in relation to any claim for breach of contract arising out of the contract of breach of duty of care by the Carrier, the Sub-Contractor, its or their agents or employees or any other party.

25.2 Additional Charge means the Additional Charge which appears in the Consignment Note. Relevant Amount means the lesser of (a) the damage to the Goods (b) the cost of the replacement of the Goods (c) the cost of repair to the Goods (d) the cost of the services under this contract (e) \$250 for Goods which are specified in the Consignment Note to be carried in a chiller/freezer or which the Carrier deems to be appropriate for freezer/chiller, \$500 for Goods which the Carrier deems to be fragile goods or \$1,000.00 for Goods other than those deemed to be freezer/chiller or fragile goods. The decision of the Carrier as to whether the Goods are deemed to be freezer/chiller or fragile shall be final.

25.3 The Customer must supply any information requested by the Carrier to establish the Relevant Amount to the reasonable satisfaction of the Carrier before any payment is made.

25.4 The Customer must give written notice to the Carrier within 48 hours of completion of the Carrier's obligations under this contract. The Carrier shall not be liable to make payment under this condition where notice is not given in accordance with this provision.

25.5 The Carrier will not be liable to make payment under this clause where it has reasonable cause to suspect that the Goods were damaged prior to being delivered to the Carrier or where the Customer has breached any

provision or warranty in these conditions.

25.6 The Carrier shall not be required to make any payment to the Customer under this clause where any monies are owed by the Customer, or its Related Body Corporate (as defined in the Corporations Act 2001) to the Carrier and the Carrier may at its discretion exercise any right or set-off in respect of monies payable under this clause and monies payable by the Customer or its Related Body Corporate to the Carrier.

25.7 The Customer will be deemed to have accepted the provisions in this clause 25 and will be responsible for payment of the Additional Charge unless it advises in writing on or before completing the Consignment Note.

26. Storage

If the Carrier has agreed to provide Storage either alone or together with the Transport of Goods the following provisions will apply:

- (a) The Customer must pay the Carrier's Charges in connection with the provision of Storage.
- (b) Unless agreed otherwise the Customer must deliver the Goods to the Carrier, at the place specified by the Carrier and the Customer must collect the goods from the Carrier at the end of the period of Storage.
- (c) The provisions of clauses 1 to 30 of these conditions (with the exception of clause 25 Limited Waiver Option) shall apply to Storage services provided by the Carrier except as modified by this clause 26.
- (d) Where Storage services are provided clause 19.11 shall be amended to provide as follows:
"to the extent permitted by law the liability of the Carrier shall be limited to refunding the Charges paid".
- (e) Transport services are not provided unless specified in a Consignment Note or in the Storage Order and agreed to by the Carrier, in which case the Customer will be responsible for payment of charges for Transport and Storage.
- (f) The Carrier may store the goods at any location it considers appropriate.
- (g) The Carrier is not required to store the Goods beyond any period specified in the Order or agreed by it in writing with the Customer.

27. Law

These conditions are governed and must be construed under the laws of the State of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

28. Severability

If a condition or part is unenforceable the unenforceability does not affect any other part of the condition or any other condition.

29. Variations and Waiver

29.1 The Carrier is not bound by any waiver, discharge or release of a condition or any agreement which varies these conditions unless it is in writing and signed for Carrier by an authorised officer.

29.2 If the Carrier waives a breach of a condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.

30. Privacy Act 1988

30.1 Customer acknowledges that the Carrier may need to obtain personal information about the Customer in the course of its dealings with the Customer. This may include the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number.

30.2 If the Customer does not provide the Carrier with this personal information, the Carrier may be unable to provide services to the Customer.

30.3 The Customer consents to:

- (a) the Carrier using the Customer's personal information; and
- (b) the disclosure of personal information about the Customer by the Carrier to its officers, employees, agents, related bodies corporate and Sub-Contractors,

for the purpose of delivering services to the Customer.

30.4 The Carrier will not disclose personal information about the Customer to any overseas recipients.

30.5 A copy of the Carrier's Privacy Policy is available on the Carrier's website or on request by the Customer.