



SERVICE, SAFETY & SOLUTIONS





COMPANY OVERVIEW

Established in 1980, we have grown steadily to become one of Queensland's largest privately-owned transport and logistics companies. Our goal is to understand your business and provide a customised transport solution that includes competitive rates, an authentic approach to real customer service and a proactive effort to meet your expectations.

We take pride in employing only the best available Contractors, Company Drivers & Staff. Our people are what make us the best in the business. What makes us unique is we have a very low staff and driver turnover which allows us to really get to know you and your business and maintain a superior service. There is NO compromise made with regard to safety. We take all practical steps to ensure the safety of all our employees, customers and the general public.

With an extensive fleet of over 250 vehicles ranging in size from one tonne taxi trucks up to extendable semi-trailers, crane trucks, fork trucks, low loaders, tilt trays, side loaders, floats, pilots and many more, Team Transport is Brisbane's leading transport company. Our fleet not only covers Brisbane and South East Queensland, there isn't anywhere in Australia we can't service.

Team Transport & Logistics also provides complete tailored third-party logistics (3PL) Wharf, Warehouse & Distribution to suit businesses of all sizes in any industry. Why not just have one transport & logistics company to deal with to focus on your core business. We have advanced transport technology capabilities and cutting-edge access to real time GPS, track and trace abilities and automated electronic POD's with photo's to ensure your goods are locatable at all times. Our drivers use the "Team App" on their smartphones and record vehicle pre-start checks and site safety inspections at each delivery point. Every movement of your cargo is transparent and tracked. Our smartly-uniformed drivers and sign-written vehicles make us easy to recognise in the work place. Our drivers have all the necessary equipment and PPE to ensure a quality image when representing your company.

Team Transport & Logistics support numerous sporting, community clubs and charity convoys and are extremely proud to be corporate partner with RSPCA, proud supporters of *beyondblue* and work closely with many more organisations to raise ongoing funds and encourage all our staff and drivers to be part of these important communities to increase awareness and raise much needed funds. We have two prime movers sign-written specifically for RSPCA and *beyondblue* artwork to promote these messages on the road every day.

***"The real competitive advantage of our business is Our Team, The People".
Team Culture is a way of life, and speaks volumes".***

... Kylie Wilkinson, Senior Manager

SERVICE

We service all industries including but not limited to the residential and commercial building industry, mining, oil, gas, engineering and construction and civil infrastructure projects for privatized and government sectors; including roadworks, bridgeworks, rail and tunnels.

The combination of these services and facilities position TEAM as the

"ONE-STOP SHOP"

for any of your transport and logistic requirements.



#truckinwithteam



Team Transport & Logistics recognises its moral and legal responsibility to provide a safe and healthy environment for employees, contractors, customers and the community. We are committed to providing an ongoing commitment to ‘SAFETY’. This commitment extends to ensuring that the operations of any “Team” workplace does not place anyone at any unnecessary risk of injury, illness or damage to property.

Team Transport views the legislative requirements as the minimum acceptable standard and will constantly strive to achieve the highest possible standards of occupational health and safety. Transport is a highly legislated industry and over the last few years we have seen a vast amount of new legislation that affects what and how we do things. We devote considerable time ensuring we meet all regulations concerning our industry. A few examples of these standards are:



Team are members of the Queensland Trucking Association (QTA) and Zero Harm to ensure we are updated with all legislative changes and proactively review and update our policies and procedures accordingly.

Team employs a full time WPHS officer who has a Diploma in OHS and CERT IV Trainer & Assessor. Our HR Manager is trained to Level 3 COR compliance.

Our Safety Standards

- All drivers hold relevant certification and qualifications
(Please refer to our Management Systems & Certification insert in this profile)
- All drivers undergo comprehensive induction and training prior to commencing employment and undergo annual audits
- We have full NHVAS accreditation
- All contractors are registered in our (CMS) Contractor Management System
- All drivers carry appropriate Personal Protective Equipment (PPE)
- Team drivers and Safety Officers conduct complete site safety inspections
- Team provides training for employees & contractors to carry out duties safely whilst meeting all legislative requirements
- Full industry code Work Method Statements are provided
- We have a dedicated “Risk Team” employed to oversee all our safety policies, procedures, training and implementation.

Chain of Responsibility Compliance (COR)

- Full Chain of Responsibility (COR) compliance
- All drivers have necessary training and certification

“There can be no compromise with safety”

... Steve Skinner, Director

SAFETY

Team Transport take all practical steps to ensure the safety of all employees, contractors, customers & the general public.

Transport is a highly legislated business and over the last few years we have seen a vast amount of new legislation that affects what and how we do things.

We have a committed and dedicated safety team who make it priority to keep our staff, equipment and community safe.



MAINTENANCE MANAGEMENT

FATIGUE MANAGEMENT

MASS MANAGEMENT



SOLUTIONS

QLD'S LEADING LOGISTICS SUPPLIER



Our continued focus on compliance and safety has resulted in an increase in our fleet size and market presence.

We have a reputation as a "Can Do" Company where nothing is too hard and excel in remote area projects and the "Big Jobs" others shy away from. We are committed to supplying quality; specific vehicles for each task with trained operators and comprehensive working systems.



Team Transport & Logistics fleet capabilities are endless and include all size body trucks, all sized body and semi crane trucks and fork trucks and various semi-trailer combinations, container side-loaders, low loaders, specialised trailers, tautliners, pilots and many more.

With a focus on professional and dynamic leadership, investment in modern equipment and our people believe we have the real solutions for all transport requirements no matter the job or project.

Our motivation to deliver real customer service along with preserving our seamless safety record, Team Transport and Logistics will continue improving, growing and leading in the specialised transport industry for many years to come.

We believe our success depends on how well we service your needs...

SOLUTIONS

We are committed to creating unmatched transportation services and Logistic solutions while striving to be the leader among providers.

We offer a wide range of multi-modal logistics and transportation services throughout Australia.

We are dedicated to providing real quality service and equipment to meet the expectations of our customers.

Team's diverse range of services and equipment gives us the ability to take on any project regardless of its size and scope. We can and will tailor our services to meet specific customer requirements.



Team Transport's Management Systems are designed to address specific business needs whilst achieving and exceeding our client's requirements. Our manuals, policies, procedures and records clearly demonstrate our ability to consistently provide services that meet customers and applicable regulatory requirements. Team Transport & Logistics is accredited and operates under the National Heavy Vehicle Accreditation Scheme (NHVAS) and operates within all state and federal regulations and guidelines.

Our people have all the necessary licenses and certifications to deliver our complete array of services.

Our management and certifications system includes (but not limited to):

NHVAS	National Heavy Vehicle Accreditation Scheme
CMS	Contractor Management System
HSMS	Health and Safety Management System
BSB41415	Certificate IV in Work Health & Safety
BSB51315	Diploma of Work Health & Safety
TAE40110	Certificate IV in Training and Assessment

Licenses/Qualifications

White Card	General Construction Safety Induction Cards (CPCCOHS1001A)
HR/HC/MR/MC	Heavy Vehicle Licenses
CV (TLILIC0012A)	Vehicle Loading Crane capacity 10 metre tonnes and above (Crane ticket)
CN (TLILIC3006A)	Non-slewing mobile crane license
C2	Slewing mobile crane with a capacity of 20 tonnes or less
C6	Slewing mobile crane with a capacity of 60 tonnes or less
LF	Forklift truck
LO	Order picking forklift vehicle
DG (CPCCLDG3001A)	License to perform dogging (Dogman)
(MSIC)	Maritime Security Identification Cards (MSIC)
RB	Basic Rigging
WP	Work Platform
SW/L	Swing lifter ticket
AHC21010	Certificate II in Conservation and Land Management
TLI30410	Certificate III in Logistics
TLIF4094A	Ensure compliance with chain of responsibility (COR) Level 3
TLIF2092A	Basic COR Level One
Energex	Energex Substation Safety Awareness and Overhead Safety Awareness training
PPL	Private Pilot License
First Aid	HLTAID003 Provide first aid

Team Transport & Logistics regularly audit and review performance and systems to ensure continual improvements in all areas of the business



TAXI TRUCKS *Hourly Hire General Freight, VIP Express,
Adhoc and Permanent Hire 1 – 12 TONNE*



Looking for a fast, reliable and competitively-priced taxi truck service for the Brisbane metro and surrounds? Look no further than Team. With 30 years industry experience, Team Transport has earned a desired reputation as market leader in Brisbane. We have vehicles based across the metropolitan area, setting the benchmark for standard turnaround times for on-demand services.



From an envelope to an 8 metre piece of steel, door to door, on demand, we have the vehicle to carry it express with our hourly hire service that operates 24 hours a day 365 days a year. Our fleet of Taxi Trucks ranges from Utes with racks

capable of carrying 6 metre lengths through to 12 tonne flat top trucks with gates and long trays are just some of the taxi trucks available. ***All taxi truck services are direct from pick-up to delivery.***

We have pallet rate services, \$/km set rate services and overnight services that can be tailored to your needs. We are confident we have a vehicle type suited to your demands. Information regarding general tray lengths for each vehicle is included in our ***“Truck & Trailer Capabilities Guide.”***



SEMI TRAILERS *Various Semi -Trailer combinations*

Our fleet of over 50 Semi Trailers including drop deck, tautliner and extendable trailers up to 29 metres are available on-demand and on a permanent hire basis. These vehicles are fitted with appropriate restraining equipment for all products. We can supply gates, pipe racks and fall arrest systems. Container pins, oversize set-up, tarps plus other specialised equipment is available on request.



Multiple trailer configuration, Flat Tops, Extendables, Drop Decks, Floats & Low Loaders, Dolly's & Side Loaders - Swing Lifts. Over 130 trailers available!

CRANE TRUCKS *Crane Trucks with various configurations*



With over 75 Crane Trucks on our fleet we can offer a suitably configured vehicle for all your needs. We have crane trucks varying in tray length from 6 metres up to 21-metre extendable semi-trailers.

Front and rear mount cranes are available ensuring the most difficult of sites can be accessed in both a safe and efficient manner.

Our company's crane truck drivers are accredited with their Cert III in Transport & Logistics. Our vehicles are equipped with approved lifting and restraining equipment which is tested and tagged at regularly programmed intervals. Truck mounted cranes are registered with Workplace Health and Safety and drivers are licensed and ticketed to operate the size of crane fitted to their vehicle.

Crane load charts available on request and included in our "Truck & Trailer Capabilities Guide".



FORK MOUNTED VEHICLES

Ideal for Tiles, Scaffold, Bricks & Masonry

These vehicles are perfectly suited to all site deliveries and pick-ups for scaffold, bricks & masonry, tiles and any other products that need to be picked up or delivered with forklifts. They are also suitable for rough terrain.

Up to 22 tonne load capacity / 20 pallet spaces

As a further safety initiative, the forks are remotely operated for loading and unloading removing any working-at-height risks.



SPECIAL PROJECTS

**** Australia Wide ****

Major Infrastructure Projects across all industries...



Our Projects Division has an intimate understanding of transport networks and resources throughout Australia. The Team Transport & Logistics Network have decades of experience in their respective fields and together with a strong focus on safety, integrity, customer service and market driven pricing; it makes us one of the busiest transport operators in South East Queensland. Team's Fleet of over 250 vehicles supplemented by another 100+ subcontractors have capabilities to service Australia-wide and we have the ability to carry all types



of freight to all locations; no matter how remote.



We service all industries including but not limited to the residential and commercial building industry, mining, oil, gas, engineering, construction and civil infrastructure projects for privatized and government sectors (including roadworks, bridgeworks, rail and tunnels).

We are committed to creating unmatched transportation services and logistic solutions while striving to be the leader among providers.



We offer a wide range of multi-modal logistics and transportation services throughout Australia.

We attribute our superior service to an unconditional commitment to our core set of values.



Dedicated to providing real quality service and equipment to meet your expectations every time!

Team's diverse range of services and equipment gives us the ability to take on any project regardless of size and scope. We tailor our services to meet specific customer requirements.

HEAVY HAULAGE

Tilt Trays & Low Loaders



Providing a Heavy Haulage Service to the Mining, Earthmoving and Hire Industries both locally, throughout greater Queensland, and beyond we have a solid footprint in the over-dimensional and heavy haulage sector. Focusing on satisfying the need for professional and punctual heavy haulage, Team Transport will continue to comply with industry requirements and offer cost effective and efficient transport services.

Team's Heavy Haulage Fleet consists of Tilt Trays, Low Loaders, Extendable Trailers and Specialty vehicles such as (tri-

axle and quad-axle) capable of haulage up to 60 tonnes plus "B" Double combinations and pilot/escort vehicles.

We have an experienced group of operators and a working business relationship with a comprehensive supplier group to ensure that we can always supply a vehicle specific to your task.

Our experience tells us that customers expect each task to be carried out safely, on-time and without damage.



We are committed to supplying good quality, specific vehicles for each task with trained operators and comprehensive working systems.

With our wide range of supporting vehicles we are able to supply a vehicle for any application.

WHARF TRANSPORT

Container Transport & Wharf Cartage



Our fleet of container vehicles can lift, carry, store and deliver containers anywhere; any time. Our container division can provide a complete service from the wharf to your door. Between terminals, customer warehouses and container parks we meet deadlines like no other. From wharf, delivery of loose cargo and unpacks through to dehire; we understand how time sensitive your cargo is.



We have extensive experience handling import and export containers and possess a team of freight forwarding experts who are equipped to offer a complete service. Transporting by road for local, regional and interstate cartage provides our customers with a total service solution.

We can provide a complete service for your import and export needs, including: Wharf collection and delivery direct to customer premises or to a Team Transport site

for warehouse storage, unpack and re-delivery, online service booking and 24-hour service availability.





We have a truck type and size for all varieties of break bulk cargo. If your load is over width, over height or over length we have floats, platforms and extendable trailers to accommodate your needs. We can organise the permits, pilots and even the police to get that load across town, across the state or even across Australia. Our drivers are trained intensively in all lashing requirements for static and RO/RO loads and are shown tarping techniques for import machines.

As a result of our experience in LCL transport we have developed the following features ...

Full internet booking function, online vehicle tracking, direct drive and courier services, range of vehicles from 1 tonne utilities to large body trucks and semi-trailers.

Australia-wide hotshot service, instant electronic POD by email, excellent communication, prompt pick up service, existing relationships with air freight and sea freight outlets and most importantly

**** OVER 30 YEARS OF INDUSTRY EXPERIENCE ****



3PL WAREHOUSE STORAGE & DISTRIBUTION



With storage facilities at Acacia Ridge, Richlands and the Port; Team Transport provides tailored warehousing solutions for goods of all sizes, from single parcels to full container loads.

- Container, machinery & general freight storage
- Container pack/unpack - crane, fork, hand pack/unpacks – pick/pack
- Secure, fully racked warehousing
- Complete warehouse projects
- Third party logistics
- Bulk warehousing
- Pallet storage
- Total handling & distribution services
- Stock control & reporting
- Warehouse relocation
- Warehouse management
- Inventory control and reporting

Our excellent reputation, computerised stock control, reporting facilities and dedicated team make us a leading provider in warehousing, storage and distribution.



We have a full vehicle and machinery hygiene inspection and wash down service on site in Carole Park. We are QGC, Arrow & Origin Energy certified. Inspectors are fully trained to provide wash down services and issue Weed Hygiene Declarations under the nationally-recognized AHC21010 Certificate II in Conservation and Land Management.

We provide an efficient service to meet State clean down standards and on completion, a vehicle/machinery Inspection Certificate. Our inspectors are available on and off site.

Our Carole Park facility is practically like a "Drive-Thru" for West Bound traffic as it is located adjacent to the Carole Park off-ramp, directly off the Logan Motorway. We are equipped to wash truck and trailers and light machinery up to 20 tonne (no tracked machinery). We have a full wash down pad with high pressure water and air (hot & cold) with oil/grease catchment tanks for environmental protection. We also have use of a larger facility on Fisherman Island for tracked machinery and equipment exceeding 20 tonne.

TEAM TECHNOLOGY *Online Bookings & GPS Tracking*

Team Transport & Logistics offer advanced transport technology capabilities that ensure your goods are locatable at all times. With cutting edge technology and continual enhancements we can offer real time GPS tracking, electronic POD's, full client reporting (KPI's) as well as cost and delivery reports to enable efficient transport budgeting on your end.

We offer a full range of innovative solutions. Our entire fleet is equipped with satellite tracking and has the latest portable data terminals (PDA's) and smartphones actively recording real time data such as site safety inspections, POD signatures, delays, vehicle pre-start checks, delays, traffic alerts, pick-up and delivery information, speed and rest reporting plus much more.

With our GPS tracking solutions, our team can quickly locate the most suitable vehicle for your requirements, ensuring a fast turnaround for your booking. Team Transport is committed to ongoing innovation and is constantly exploring new ideas and developments to our existing systems to add further value for our customers.





Online bookings and account management are just one of the many benefits available to our online account customers. This application is user-friendly and enables instant data transfer and is very reliable.

You can book a job, track your job and query a job any time of the day at your convenience. You can also check jobs you have booked and look at costs, status and data relevant to that job.

We also offer the ability for you to check your invoices online and pay your account via our website. Please give us a call or send us an email to activate online access for you.

AFTER HOURS SERVICE



Our delivery service does not stop at the end of the day or end of the week.

We provide a service 24 hours a day, 7 days a week. With access to the biggest range of transport services, we guarantee to deliver your freight anywhere in Australia economically and in the quickest possible time. We have a 24 hour direct contact centre and drivers available throughout these hours. Please call us for a direct response or email afterhours@teamtransport.com.au for an answer within the hour.



CONTACT DETAILS

Our Team, Our People – Our Biggest Asset!



Southside Depot

34 Iris Place
Acacia Ridge Q 4110
Ph 07 3718 2277

Port Depot

48-56 Gosport Street,
Hemmant Qld 4174

Postal

Po Box 233
Acacia Ridge Q 4110

ABN 16 334 296 903

Office Hours Mon – Fri
6.00am – 5.00pm

Family owned and operated since 1980



Team Operations / Pick-ups

1-12 Tonne Taxi Trucks, Crane Trucks, Semi-Trailers/Cranes, Fork Trucks & specialized vehicles
Phone: 1300 138 326
Email: operations@teamtransport.com.au

Team Special Projects (Australia Wide)

Intra & Interstate Transport servicing all industries
Phone: 1300 138 326
Email: projects@teamtransport.com.au
Mobile: Tony 0438 438 314 Andy 0418 225 527

Team Heavy Haulage

Low loaders, Tilt Trays, Over Dimensional Loads
Phone: 1300 138 326
Email: containers@teamtransport.com.au
Mobile: Tony 0438 438 314 Andy 0418 225 527

Team Containers

FCL, LCL & Break Bulk Cargo, AQIS
Phone: 07 3718 2255
Email: containers@teamtransport.com.au
Mobile: Monique & Troy 1300 138 326

Team 3PL Services | Warehousing &

Storage, Container Packs & Unpacks, Weed 'n' seed
Phone: 1300 138 326
Don 0438 045 867 Chris 0457 722 368
Email: warehouse@teamtransport.com.au

Team-Safe (OHS)

Workplace Health & Safety
Phone: 1300 138 326
Email: risk@teamtransport.com.au
Mobile: Guy 0417 072 663 Don 0438 045 867

Team Accounts & Information Technology

Accounts Receivable, Payable, IT, POD's and all general account enquiries
Phone: 1300 138 326
Email: accounts@teamtransport.com.au
Email: ap@teamtransport.com.au (accounts payable)

Team Sales

New Business Enquiries, Tenders, Specialized Quotes, Transport Solutions
Phone: 1300 138 326
Email: sales@teamtransport.com.au
Mobile: Dean 0448 422 274



Your Feedback & Comments!

We would love to hear your feedback and welcome all. Please call us or email

customerservice@teamtransport.com.au

to get in touch with customer service staff regarding your feedback, complaints and compliments

CONDITIONS OF CARRIAGE

Please read the following conditions carefully and in their entirety. You will be bound by these conditions if we lift, transport or store goods for you. This means:

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

For an additional fee, we may be prepared to negotiate changes to the conditions to increase our liability to you. Please contact our office before we lift, transport or store goods for you if you want to negotiate amendments to the conditions.

DEFINITIONS

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

Term	Meaning
Carriage	the whole of the operations and services undertaken by the Carrier or any Person on behalf of the Carrier in respect of the Goods (whether gratuitously or not), including but without limiting the generality of this definition, loading, unloading, lifting, packing, handling, unpacking and storage of the Goods, the towing of a trailer, and the provision of forklift or crane services and any advice
Carrier	Deplin Pty Ltd ACN 010 392 908 as trustee for the Stephen Skinner Discretionary Trust (ABN 16 334 296 903) trading under its own name, under the business name Team Transport and Logistics or under any other business name, and its officers, employees, agents and Subcontractors
Consequential Loss	any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; punitive or exemplary damages; in each case arising from or in connection with the performance of this agreement and whether or not foreseeable at the time of entering into this agreement
Container	includes any container, trailer, wagon, transportable tank, pallet, flat rack or any other unit or device used to consolidate Goods
Customer	the Person who engages the Carrier to provide services of Carriage
Dangerous Goods	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 any property whatsoever any fees, costs and expenses, including legal expenses, incurred by the Carrier in connection with any default under or enforcement or attempted enforcement of these conditions on an indemnity basis
Enforcement Costs	an act, event or cause that is beyond the reasonable control of the Carrier or its officers, employees or agents or its Subcontractors, including but not limited to: <ul style="list-style-type: none"> (a) acts of God, lightning, earthquakes, floods, storms, explosions, fires and any natural disaster acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution strikes and labour disputes
Force Majeure Event	
Goods	the property from time to time accepted by the Carrier for Carriage and includes any Container or packaging supplied by or on behalf of the consignor or the Customer
Interest	an amount that is calculated on any Outstanding Amount at the rate of 2% per calendar month, compounded monthly

Term	Meaning
Outstanding Amount	any amount which remains unpaid upon the expiry of the credit terms extended by the Carrier or for which the Customer is otherwise liable, pursuant to these conditions, to the Carrier
Person	includes a corporation, company, partnership or any other entity
PPSA	<i>Personal Property Securities Act 2009</i> (Cth) (as amended from time to time) and the regulations
Subcontractor	includes any Person who pursuant to a contract or arrangement with any other Person (whether or not the Carrier) performs or agrees to perform the Carriage or any part of it

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

NEGATION OF LIABILITY AS A COMMON CARRIER

The Carrier is not a common Carrier and will accept no liability as such. All Goods are carried and all storage and other services are performed by the Carrier subject only to these conditions and the Carrier reserves the right to refuse the Carriage of Goods for any Person and the Carriage of any class of goods at its discretion.

CUSTOMER'S WARRANTIES

The Customer warrants that:

- the Goods are fit for Carriage and have been suitably packaged for those purposes;
- the Customer has the authority of all Persons owning or having any interest in the Goods to enter into this agreement on their behalf;
- the details of description, items, pallet space, quantity, weight, volume, quality, value and measurements supplied by the Customer or any other party are correct;
- there is a suitable practicable road and approach for the Carrier and the Carrier's vehicles and cranes to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;
- any place from which any Goods are to be collected or to which any Goods are to be delivered will have safe and adequate loading facilities and equipment available;
- where required by law, it has accurately completed and supplied a container weight declaration form;
- it has complied with all laws and regulations in relation to Carriage of the Goods; and
- unless specifically declared in writing prior to Carriage, the Goods are not Dangerous Goods.

- 1.1 Without limiting clause 0, the Customer:
- (a) acknowledges that the Carrier has no responsibility or liability in relation to:
 - any Container used for Carriage; or
 - any hire charge or demurrage charge associated with any Container used for Carriage;
 - (b) must ensure that any pallets are transferred from and to any relevant hire accounts and that any necessary documentation is signed and delivered to the applicable pallet hire company; and releases and indemnifies the Carrier from and against:
 - (c) any liability in relation to the loss of Containers; and the failure of any party to transfer pallets on or off any hire account or to return a Container.

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

The Carrier accepts no responsibility for collection of cash or other payments from any party.

The Customer will indemnify the Carrier:

- in respect of any liability whatsoever in respect of the Goods to any Person (other than the Customer) who claims to have, who has, or who in the future may have any interest in the Goods or any part of the Goods; and
- against all losses, damages, expenses, claims, fines, duty, tax, demands, actions and proceedings or any other liability suffered or incurred by, or made or instituted against, the Carrier as a result, directly or indirectly, of
 - a breach of the Customer's obligations under these conditions;
 - the nature or condition of the Goods; or
 - any negligence, wilful misconduct or recklessness of the Customer, the consignor or the consignee.

RIGHT TO SUBCONTRACT

The Carrier at its discretion may subcontract on any terms the whole or any part of the Carriage.

EXTENSION OF EXEMPTIONS TO SUBCONTRACTORS

The Customer agrees that no claim or allegation may be made against any employee, agent, or Subcontractor of the Carrier 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 Carriage of them whether or not arising out of negligence or a wilful act or omission on the part of any of them and if such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences of any such claim or allegation.

Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled under these conditions will also be available to and will extend to protect:

- all Subcontractors;
- every employee or agent of the Carrier or of a Subcontractor;
- every other Person (other than the Carrier) by whom the Carriage or any part of it is undertaken; and
- all Persons who are or might be vicariously liable for the acts or omissions of any Person falling within clauses 0, 0 or 0.

For the purposes of clause 0 the Carrier 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 this agreement.

LIABILITY OF CARRIER

The Customer acknowledges and agrees that neither the Carrier nor any employee or agent or Subcontractor of the Carrier nor any other Person who undertakes the Carriage of the Goods at any time pursuant to these conditions will in any circumstances (except where any statute otherwise requires) be under any liability whatsoever (whether in contract, tort or otherwise) for:

- any loss of or damage to, deterioration, evaporation or contamination of the Goods, or
- misdelivery, delay in delivery or non delivery of the Goods or any of them, whether in the course of Carriage or otherwise including where loss, damage, deterioration, evaporation, contamination, misdelivery, delay in delivery or non delivery is caused or alleged to have been caused by the negligence of the Carrier or its officers, employees or agents or its Subcontractors.

Without limiting the generality of the foregoing, the Carrier will not be liable for any loss of or damage to Goods:

- caused by vibration;
- comprising glass, internal or external fittings, plasterwork, cornices or any other fragile material or substances;
- caused by weather or weather events of any kind whatsoever, including but not limited to rain, hail or storm damage;
- which are brittle, inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without damage;
- caused by inherent vice or the nature of the Goods;
- where such loss or damage comprises of mechanical, electrical and/or electronic breakdown, derangement, or malfunction of the Goods; or
- caused by insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary incidents of Carriage. For the purpose of this clause 0, 'packing' will be deemed to include stowage of any Goods inside a building or other structure.

The Carrier will be entitled to the benefit of the exclusion of liability provided for in clause 0 even if it is proved that the loss or damage resulted from an act or omission done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

Nothing whatsoever done or omitted to be done or other conduct by the Carrier in breach of contract or otherwise will under any circumstances constitute a fundamental breach of contract, or a repudiation of contract such as to have the effect of disentitling the Carrier from obtaining the benefit of and enforcing all rights, defences, exemptions, immunities and limitations of liability of the Carrier contained in these conditions, and all such rights, defences, exemptions, immunities, limitations of liability and like protection will continue to have full force and effect in any event whatsoever.

Notwithstanding any other provision of these conditions, the Carrier will under no circumstances be liable for any claim for Consequential Loss.

Where clauses 0, 0, 0, 0 or 0 cannot legally operate and to the extent permitted by law, the Carrier's liability (including for breach of any warranty, guarantee or any term implied by law into these conditions) is limited to:

- in the case of the supply of Carriage, the cost of having those services supplied again; or
- in the case of the supply by the Carrier of goods, the lowest of the cost of replacing the goods, acquiring equivalent goods or having the goods repaired.

CRANE/LIFTING SERVICES

Where the Carrier provides crane services at the request of the Customer, the Customer warrants that:

- the ground at the site where the crane will be used is adequate to support the crane;

- the ground giving access to the site is stable and firm and of a gradient to allow the crane to be operated safely;
- sufficient clearance is afforded in respect of all overhead wires;
- the specifications and size of the crane are suitable for the site where the crane will be used and for the purpose required by the Customer; and

- the road surfaces, access and egress to the site are clear of obstacles at all times and will allow safe movement of the crane.

The Carrier 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 purpose required by the Customer.

The Customer warrants that the weight of the object or objects 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.

ROUTE AND DEVIATION

The Customer authorises any deviation from the usual route or manner of Carriage of Goods that may in the absolute discretion of the Carrier be considered desirable or necessary in the circumstances.

If the Customer expressly or impliedly instructs the Carrier to use, or it is expressly or impliedly agreed that the Carrier will use a particular method of lifting, handling or storing the Goods or a particular method of Carriage, the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier the Customer authorises the Carrier to lift, handle or store or to carry or to have the Goods lifted, handled, stored or carried by another method or methods.

DELIVERY

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

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

STORAGE

Where Goods are stored by the Carrier at the request of the Customer, the Customer will provide:

- an address to which notices will be sent;
- samples of the signatures of persons entitled to collect the Goods; and
- an inventory of the Goods to be stored.

The Carrier may remove the Goods from a place of storage to another place of storage at its discretion.

The Customer must give 48 hours' notice to the Carrier of its intention to remove Goods from storage.

The Carrier will not be obliged to deliver any Goods except to the Customer or to a person authorised in writing by the Customer to receive the Goods without:

- a direction in writing from the Customer; and
- payment of all amounts due by the Customer to the Carrier on any account whatsoever.

The Customer will remove its Goods from storage within seven days of receipt of written notice from the Carrier.

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.

GENERAL LIEN

The Goods are accepted subject to a general lien for all charges now due or that may become due to the Carrier by the Customer on any account whatsoever, whether in respect of the Goods or in respect of any other goods for which the Carrier provides or has provided services of Carriage.

If charges are not paid when due, or the Goods are not collected when so required or designated, the Carrier may, without notice, and immediately:

- remove all or any of the Goods and store them as the Carrier thinks fit at the Customer's risk and expense; and
- open and sell all or any of the Goods as the Carrier thinks fit (whether by private treaty or public auction) and apply the proceeds to discharge the lien and costs of sale without being liable to any Person for any loss or damage caused.

The parties agree that the lien attaches to Goods when the Goods are accepted by the Carrier for Carriage.

The Customer agrees that the lien arising under these conditions is a security interest. If the Carrier requests, then the Customer must promptly upon receipt of a request from the Carrier do anything for the purposes of ensuring that any security interest

created under, or provided for by, these conditions is enforceable, perfected (including but not limited to perfection by registration), maintained and is otherwise effective. Anything that is required by the Customer to be done under this clause will be done by the Customer at its own expense. The Customer agrees to reimburse the costs of the Carrier in connection with any action taken by the Carrier under or in connection with this clause.

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

- sections 125, 142 and 143 of the PPSA do not apply (unless the Customer is otherwise notified in writing by the Carrier);
- any right to receive a notice or statement arising by virtue of sections 129, 130, 132, 134 and 135 of the PPSA is waived; and
- any right to receive a copy or any notice of any verification statement confirming registration of a financing statement or a financing change statement relating to any security interest under or provided for by these conditions is waived.

DELAY IN LOADING OR UNLOADING

The Customer will be and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in accordance with its schedule of rates in respect of any delay in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period will commence upon the Carrier reporting for loading or unloading.

CARRIER'S CHARGES

Quotations provided by the Carrier are subject to withdrawal or revision by the Carrier without notice.

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

Any special instruction given by the Customer to the effect that charges will be paid by the consignee or any other third party will be deemed to include a stipulation that, if the consignee or third party does not pay the charges within seven days of the date of delivery or attempted delivery of the Goods, the Customer will pay such charges.

If the Customer has a credit account with the Carrier, the Customer must pay any Carrier's tax invoice within 30 days of the date of the Carrier's tax invoice.

The Customer acknowledges and agrees that:

- the Customer will not withhold payment due to the Carrier's failure to provide a proof of delivery;
- any payment made by credit card will attract a surcharge (1.5% for Visa or MasterCard); and
- the Customer be responsible for bank charges incurred by the Carrier for any dishonoured cheques.

The Customer must pay the Enforcement Costs and Interest in respect of any Outstanding Amount.

Where the Carrier stores Goods for the Customer, the Customer must:

- 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;
- if any Goods are under customs control, pay all customs duty, excise duty and costs (including any fine or penalty) that the Carrier becomes liable to pay or pays;
- supply or pay for labour or machinery, or both, to load or unload the Goods;
- compensate the Carrier for any cost, expense or loss to the Carrier's property or any injury to any Person caused by the Goods; and
- if the Goods are at any time re-quantified, re-weighed or re-measured, pay any proportional additional charges.

The Customer authorises the Carrier, but the Carrier will not be obliged, to pay any duties, taxes, imposts, outlays or charges at any port or place in respect of the Goods and the Customer will be liable to reimburse the amount of such disbursement to the Carrier.

The Customer authorises the Carrier to provide to and obtain from other credit providers relevant information for the purpose of assessing the Customer's credit worthiness. This information may include information whether by way of report record or otherwise about the credit worthiness, credit standing, credit history or credit capacity of the Customer.

If there is any variation to any of the information supplied by the Customer to the Carrier, or any change to the structure or nature of the Customer's business (such as the conversion from a partnership to a company), the Customer will immediately notify the Carrier in writing and complete a new application for credit which will be considered by the Carrier.

If the Customer breaches any of these conditions, the Carrier may cancel the Customer's credit facilities or refuse to provide further Carriage to the Customer. If the Customer defaults in making any payment in accordance with these conditions, then all money due to the Carrier will immediately become due and payable.

DANGEROUS GOODS

If the Carrier accepts Dangerous Goods for Carriage:

such Goods must be accompanied by a full written declaration disclosing the nature of such goods;

the Customer must comply with all laws, regulations, ordinances and codes that deal with the Carriage of Dangerous Goods, including but not limited to the *Australian Code for the Transport of Dangerous Goods by Road & Rail*; and

the Customer warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature.

The Customer will indemnify the Carrier against all loss, damage or injury howsoever caused arising out of the Carriage of any Dangerous Goods whether declared as such or not and whether or not the Customer was aware of the nature of the Goods.

The indemnity in clause 0 extends to Consequential Loss.

If, in the opinion of the Carrier, the Goods are or are liable to become of a dangerous or flammable or damaging nature, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to the Carrier's right to charge for the Carriage of the Goods.

FORCE MAJEURE

The Carrier will not be liable for any failure or delay in performance of the Carriage if such failure or delay is due, in whole or in part, to a Force Majeure Event.

NOTIFICATION OF CLAIM

Notwithstanding any other provision of these conditions (other than clause 0), the Carrier will, in any event, be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to the Carrier:

- in the case of Goods allegedly lost or damaged in the course of lifting, loading, unloading or transit within 14 days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected; or
- (d) in the case of Goods allegedly lost or damaged during storage, within 14 days of the date of removal of the Goods from storage.

The Carrier will, in any event, be discharged from all liability whatsoever in respect of the Goods unless suit is brought:

- in the case of Goods allegedly lost or damaged in the course of lifting, loading, unloading or transit within 12 months of their delivery or of the date on which they should have been delivered; or
- in the case of Goods allegedly lost or damaged during storage, within 12 months of the date of removal or attempted removal of the Goods from storage.

APPLICABLE LEGISLATION

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

ENTIRE AGREEMENT

This agreement sets out the entire agreement of the parties with respect to its subject matter. No other agreement, warranty or representation, express or implied has been given or made by the parties with respect to the Carriage of Goods.

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

GENERAL

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

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

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

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

The Carrier may alter these conditions at any time and any change will take effect from the date on which the Carrier notifies the Customer of any change.

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

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