

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

- Our services are priced based on the exclusions and limitations set out in these conditions.
- The goods are at your risk. To the extent permitted by law, we will not be liable for any loss of or damage to goods, unless you prove that the loss or damage was caused by our negligence or wilful misconduct.
- The conditions provide for various exclusions of liability and limits on our liability for loss of or damage to goods. These exclusions and limits are set out in clause 7.
- The effect of these provisions is that, even if you do prove we have been negligent, you may not be able to recover the full value of any lost or damaged goods. Because of this, you should take out your own insurance cover over the goods.
- We are not liable for loss of or damage to goods in storage. If we store goods for you, you must take out a policy of insurance over those goods (see clause 11).

## CONDITIONS OF CARRIAGE

### 1. DEFINITIONS AND INTERPRETATION

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

Term	Meaning
<b>Carriage</b>	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 transporting, 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
<b>Carrier</b>	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
<b>Chain of Responsibility Law</b>	the Heavy Vehicle National Law as enacted in any Australian state, the <i>Road Traffic (Administration) Act 2008 (WA)</i> and the <i>Road Traffic (Vehicles) Act 2012 (WA)</i> and any other state, territory or Commonwealth legislation dealing with the obligations of parties involved in road transport activities, such as consignors, transport operators, loaders, drivers and schedulers
<b>Consequential Loss</b>	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; liquidated damages; loss of bargain, contract, expectation or opportunity; punitive or exemplary damages; in each case arising from or in connection with the performance of the Carriage and whether or not foreseeable at the time of entering into any agreement incorporating these conditions
<b>Container</b>	includes any container, trailer, wagon, transportable tank, pallet, flat rack or any other unit or device used to consolidate Goods

Term	Meaning
<b>Crane</b>	any machine used for lifting Goods, including a sideloader and a truck-mounted forklift
<b>Customer</b>	the Person who engages the Carrier to provide services of Carriage
<b>Damage</b>	includes deterioration, evaporation and contamination
<b>Dangerous Goods</b>	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
<b>Enforcement Costs</b>	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
<b>Force Majeure Event</b>	an act, event or cause that is beyond the reasonable control of the Carrier or its officers, employees or agents or its Subcontractors, including acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any other natural disaster, acts of war, acts of public enemies, epidemics, pandemics, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, cyber warfare, cyber attacks, ransomware attacks, sabotage and revolution, explosions and nuclear accidents, strikes, labour disputes and other industrial disturbances, any border closure, road closure or congestion of roads, any quarantine or customs restriction, any interruption of power supply or scarcity of fuel or any accident, collision or breakdown of a vehicle, machinery or equipment
<b>Goods</b>	the property accepted by the Carrier from, or on behalf of, the Customer for Carriage and includes any Container or packaging supplied by or on behalf of the consignor or the Customer
<b>Law</b>	includes applicable statutes, regulations, proclamations, orders, bylaws, requirements and approvals
<b>Interest</b>	an amount that is calculated on any Outstanding Amount at the rate of 1.5% per calendar month, compounded monthly
<b>Modern Slavery Laws</b>	the <i>Modern Slavery Act 2018 (Cth)</i> , Divisions 270 and 271 of the <i>Criminal Code Act 1995 (Cth)</i> and any other applicable Law that prohibits exploitation of workers, human trafficking, slavery, forced labour, child labour or debt bondage
<b>Outstanding Amount</b>	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
<b>Person</b>	includes a corporation, company, partnership or any other entity
<b>PPSA</b>	<i>Personal Property Securities Act 2009 (Cth)</i>
<b>Storage</b>	receiving Goods into a storage location including confirmation of quantities and batch numbers, storing Goods and handling inbound and outbound Goods at the storage location
<b>Subcontractor</b>	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

- 1.2 Terms used in these conditions have the same meaning as under the PPSA.
- 1.3 A reference in these conditions to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations.

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

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.

**3. CARRIER'S OBLIGATIONS**

- 3.1 The Carrier will:
- (a) take reasonable care to protect and safeguard the Goods;
  - (b) provide the Carriage exercising the degree of skill, care and efficiency that would be expected from a competent service provider experienced in providing Carriage;
  - (c) obtain and maintain at its own expense all proper and necessary licences as may be required by Law in connection with the provision of the Carriage;
  - (d) to the extent that the Carrier provides Storage, account for all Goods received and use modes of Storage appropriate to the nature of those Goods;
  - (e) use reasonable endeavours to deliver the Goods to the address nominated by the Customer and to effect delivery at the date and time requested by the Customer (subject to compliance with all applicable Law, including Chain of Responsibility Law); and
  - (f) use reasonable endeavours to comply with the Customer's reasonable and lawful directions.
- 3.2 To the extent permitted by law, all conditions, guarantees, terms and warranties which would otherwise be implied into these conditions are excluded. Without limitation, this exclusion applies to any implied conditions, guarantees, terms or warranties of merchantability or of satisfactory quality applying to the Carriage.

**4. CUSTOMER'S WARRANTIES AND INDEMNITIES**

- 4.1 The Customer warrants that:
- (a) the Goods are fit for Carriage and have been suitably packaged for those purposes;
  - (b) the Customer has the authority of all Persons owning or having any interest in the Goods to accept these conditions on their behalf;
  - (c) the details of description, items, pallet space, quantity, weight, volume, quality, value and measurements supplied by the Customer or any other party are correct;
  - (d) 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;
  - (e) 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;
  - (f) Carriage is supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Customer;
  - (g) where required by Law, it has accurately completed and supplied a container weight declaration form;
  - (h) it has complied with all Law in relation to Carriage of the Goods; and
  - (i) unless specifically declared in writing prior to Carriage, the Goods are not Dangerous Goods.

- 4.2 Without limiting clause 7, the Customer:
- (a) acknowledges that the Carrier has no responsibility or liability in relation to:
    - (i) any Container used for Carriage; or
    - (ii) 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
  - (c) releases and indemnifies the Carrier from and against:
    - (i) any liability in relation to the loss of Containers; and
    - (ii) the failure of any party to transfer pallets on or off any hire account or to return a Container.

- 4.3 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.
- 4.4 The Carrier accepts no responsibility for collection of cash or other payments from any party.
- 4.5 The Customer will indemnify the Carrier:
- (a) 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
  - (b) against all losses (including Consequential Loss), 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 of:
    - (i) a breach of the Customer's obligations under these conditions;
    - (ii) any material inaccuracies in Safety Data Sheets; or
    - (iii) any negligence, wilful misconduct or recklessness of the Customer, the consignor or the consignee.

**5. 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**

- 5.1 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 them, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences of any such claim or allegation.
- 5.2 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:
- (a) all Subcontractors;
  - (b) every employee or agent of the Carrier or of a Subcontractor;
  - (c) every other Person by whom the Carriage or any part of it is undertaken; and
  - (d) all Persons who are or might be vicariously liable for the acts or omissions of any Person falling within clauses 6.2(a), 6.2(b) or 6.2(c).

5.3 For the purposes of clause 6.2 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 all such Persons will to this extent be or be deemed to be parties to any agreement incorporating these conditions.

## **6. LIABILITY OF CARRIER**

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6.1 The Goods are at the risk of the Customer. The Customer acknowledges and agrees that neither the Carrier nor any other Person who undertakes the Carriage of the Goods will, in any circumstances, (except where any statute otherwise requires) be under any liability whatsoever (whether in contract, tort, bailment or otherwise) for:

- (a) any loss of or Damage to the Goods, or
- (b) misdelivery, delay in delivery or non-delivery of the Goods,

whether in the course of Carriage or otherwise, unless the Customer proves that such loss, Damage, misdelivery, delay in delivery or non-delivery was caused by the negligence or wilful default of the Carrier.

6.2 Any liability of the Carrier under clause 7.1 will be reduced proportionately to represent the extent to which the Customer or any other Person's negligent or wrongful acts or omissions 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 Carrier will not be liable, under any circumstances, for Consequential Loss

6.4 Notwithstanding any other provision of these conditions, the Carrier will not be liable for:

- (a) any loss of or Damage to the Goods:
  - (i) caused by a Force Majeure Event;
  - (ii) caused by the Carrier following the Customer's instructions;
  - (iii) caused by the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;
  - (iv) caused by vibration, road conditions, weather or weather events of any kind whatsoever, including stone, rain, hail or storm Damage;
  - (v) caused by the Goods being inherently defective or in such a condition that they cannot be stored, loaded, unloaded or transported by road without Damage;
  - (vi) caused by a decline in value, or loss of value as a result of the Goods becoming past their 'use by' or expiry date;
  - (vii) comprising glass, internal or external fittings, plasterwork, cornices or any other fragile material or substances;
  - (viii) where such loss becomes apparent as the result of a stock count or stocktake;
  - (ix) where such loss or Damage comprises of mechanical, electrical or electronic breakdown, derangement, or malfunction of the Goods;
  - (x) caused by the inherent vice or the nature of the Goods; or
  - (xi) caused by insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary incidents of Carriage. For the purpose of this subclause, 'packing' will be deemed to include stowage of any Goods inside a building or other structure;
- (b) loss or damage suffered in connection with any delay in the delivery or collection of Goods; or
- (c) any loss of or Damage to Goods where the loss of or Damage to the Goods occurs during Storage.

6.5 Notwithstanding any other provision of these conditions the Carrier's liability (including for breach of any warranty, guarantee or any term implied or imposed by Law into these conditions) for:

- (a) any loss of or Damage to the Goods, or
- (b) misdelivery, delay in delivery or non-delivery of the Goods or any of them,

is limited, at the option of the Carrier, to:

- (c) supplying the services of Carriage that were supplied with respect to the lost, Damaged or mis/non-delivered Goods, again; or
- (d) payment of the cost of having the services of Carriage that were supplied with respect to the lost, Damaged or mis/non-delivered Goods, supplied again.

## **7. CRANE/LIFTING SERVICES**

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

- (a) the ground at the site where the Crane will be used is adequate to support the Crane;
- (b) the ground giving access to the site is stable and firm and of a gradient to allow the Crane to be operated safely;
- (c) sufficient clearance is afforded in respect of all overhead wires;
- (d) 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
- (e) the road surfaces, access and egress to the site are clear of obstacles at all times and will allow safe movement of the Crane.

7.2 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.

7.3 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.

## **8. ROUTE AND DEVIATION**

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

8.2 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, whether by road, rail, sea or air, the Carrier will give priority to that method but if, in the Carrier's reasonable opinion, it cannot practicably or conveniently be adopted by the Carrier, the Customer authorises the Carrier to lift, handle, store or carry or to have the Goods lifted, handled, stored or carried by another method or methods.

## **9. DELIVERY**

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9.1 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.

9.2 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 will attempt to contact the Customer to obtain alternative instructions for delivery. The Carrier may make an additional charge for following the alternative instructions.

9.3 If the Carrier is unable to obtain alternative instructions that the Carrier can reasonably and practicably carry out, 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. 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 and the Carrier will be at liberty to redeliver them to the Customer from the place of Storage at the Customer's expense.

## **10. STORAGE**

- 10.1 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; and
  - must effect and maintain an insurance policy in its own name that covers loss of or Damage to the Goods during Storage and must provide a certificate of currency in respect of that policy within seven days of receiving a request from the Carrier.
- 10.2 The Carrier may remove the Goods from a place of Storage to another place of Storage at its discretion.
- 10.3 Storage charges do not include removing, packing, unpacking, stowing, restoring or delivering Goods.
- 10.4 The Customer must give 48 hours' notice to the Carrier of its intention to remove Goods from Storage.
- 10.5 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; or
  - where it has not received payment of all amounts due by the Customer to the Carrier on any account whatsoever.
- 10.6 The Customer will remove its Goods from Storage within seven days of receipt of written notice from the Carrier.
- 10.7 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.

## **11. GENERAL LIEN**

- 11.1 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.
- 11.2 Without prejudice to any other rights the Carrier may have under Law, if any charges remain outstanding for more than 30 days, or the Goods are not collected within fourteen days of the date required or designated, the Carrier may, without notice, and immediately do any of the following:
- remove all or any of the Goods and store them as the Carrier thinks fit at the Customer's risk and expense;
  - 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.
- 11.3 The parties agree that the lien attaches to Goods when the Goods are accepted by the Carrier for Carriage.
- 11.4 The Customer agrees that the lien arising under these conditions is a security interest.
- 11.5 If the Carrier requests, then the Customer 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 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.

- 11.6 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.

## **12. 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.

## **13. CARRIER'S CHARGES**

- 13.1 Quotations provided by the Carrier are subject to withdrawal or revision by the Carrier without notice.
- 13.2 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.
- 13.3 Any special instruction given by the Customer to the effect that charges will be paid by the consignee or any other third party will be deemed to include a stipulation that, if the consignee or third party does not pay the charges within seven days of the date of delivery or attempted delivery of the Goods, the Customer will pay such charges.
- 13.4 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.
- 13.5 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 will be responsible for bank charges incurred by the Carrier for any dishonoured cheques.
- 13.6 The Customer must pay the Enforcement Costs and Interest in respect of any Outstanding Amount.
- 13.7 Where the Carrier stores Goods for the Customer, the Customer must:
- pay the Carrier's expenses and charges to comply with any Law 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;
  - if the Goods are at any time re-quantified, re-weighed or re-measured, pay any proportional additional charges.
- 13.8 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.

13.9 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.

13.10 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.

13.11 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.

#### 14. DANGEROUS GOODS

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14.1 If the Carrier accepts Dangerous Goods for Carriage:

- (a) such Goods must be accompanied by a full written declaration disclosing the nature of such Goods;
- (b) the Customer must comply with all Law that deals with the Carriage of Dangerous Goods, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*; and
- (c) the Customer warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature.

14.2 If, in the opinion of the Carrier, acting reasonably, 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.

#### 15. FORCE MAJEURE EVENT

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If, because of a Force Majeure Event, the Carrier is unable to carry out an obligation under any agreement incorporating these conditions:

- (a) the Carrier must give the Customer prompt written notice and reasonable particulars of the Force Majeure Event and, so far as is known, the probable extent that the Carrier will be unable to perform or be delayed in performing its obligation; and
- (b) the relevant obligations of the Carrier, so far as they are affected by the Force Majeure Event, will be suspended during the continuance of the Force Majeure Event.

#### 16. NOTIFICATION OF CLAIM

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

- (a) 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
- (b) in the case of Goods allegedly lost or Damaged during Storage, within 14 days of the date of removal or attempted removal of the Goods from Storage.

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

- (a) in the case of Goods allegedly lost or Damaged in the course of lifting, loading, unloading or transit,

within twelve months of their delivery or of the date on which they should have been delivered; or

- (b) in the case of Goods allegedly lost or Damaged during Storage, within twelve (12) months of the date of removal or attempted removal of the Goods from Storage.

#### 17. APPLICABLE LEGISLATION

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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 but only in so far as such legislation may be applicable and prevents the exclusion or modification of any such term, condition, guarantee or warranty.

#### 18. COMPLIANCE WITH LAWS

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18.1 The Carrier and the Customer must comply with all applicable Law, including Chain of Responsibility Law and all laws relating to anti-corruption, anti-competitive practices and anti-money laundering in connection with the provision of Carriage.

18.2 In performing their obligations in connection with any agreement incorporating these conditions, both parties must ensure that they:

- (a) do not engage in any conduct that may contravene Modern Slavery Laws; and
- (b) do all things reasonably required to reduce modern slavery risks in their supply chains.

18.3 The Customer must not impose any requirement on the Carrier that would directly or indirectly encourage or require the Carrier or any person on behalf of the Carrier to speed, drive while fatigued or otherwise perform the Carriage in an unsafe manner.

#### 19. ENTIRE AGREEMENT

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

19.2 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.

19.3 The Carrier may vary these conditions by providing the Customer with reasonable notice in writing of any changes, either by emailing the amended conditions to the Customer or by advising the Customer as a notation on invoices sent to the Customer.

#### 20. GENERAL

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

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

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

20.4 Wherever 'includes' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)'.

20.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

20.6 Where the Customer, consignor or consignee comprises 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.

20.7 The indemnities in these conditions survive the termination or expiration of any agreement that incorporates these conditions.

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