

## STANDARD TERMS AND CONDITIONS OF CONTRACT

These terms and conditions must be read having regard to the provisions of the Trade Practices Act to the extent that those provisions are applicable to consumers as defined under Section 48 of that Act. These terms and conditions do not have the effect of excluding, restricting, or modifying right under that Act which cannot be excluded, restricted or modified by agreement.

1. In these terms and conditions:
  - "Company" shall mean Vehicle Transport Group Pty Ltd ACN 620 673 207.
  - "Consignment" shall mean the Goods accepted from the Consignor together with any containers, packaging or pallets supplied by or on behalf of the Consignor and used in the carriage, transportation and/or storage of those goods.
  - "Consignor" shall mean the person with whom the Company contracts to provide Services,
  - "Services" shall mean and include the whole of the operations and services undertaken by the Company in connection with the Consignment including but not limited to the collection, carriage, transportation, delivery and/or storage of The Consignment.
  - "Subcontractor" shall include any person who pursuant to a contract or arrangement with any other person (whether or not the Company) performs or agrees to perform the Services or any part thereof.
2. The Company is not a common carrier and shall accept no liability as such. All Services are provided by the Company subject only to these terms and conditions and the Company reserves the right to refuse the carriage, transportation and/or storage of goods for any person or corporation and the carriage transportation and/or storage of any class of goods at its sole discretion.
3. (i) It is agreed that any person who delivers goods to the Company for or on behalf of the Consignor is authorised to do so subject to these terms and conditions.
  - (ii) The Consignor warrants that agreeing to these terms and conditions it is or has the authority of the person or persons owing or having any interest in the Consignment or any part thereof.
  - (iii) Without prejudice to the generality of the foregoing the Consignor undertakes to indemnify the Company in respect of any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or willful act or default of the Company or others) in connection with the Consignment to any person (other than the Consignor) who claims to have, who has or who may hereafter have any interest in the Consignment or any part thereof. It is agreed that this indemnity operates irrespective of whether the Company's liability arises in events which may constitute a fundamental breach of contract or a breach of a fundamental term.
4. (i) The Company and any Subcontractor shall be entitled to subcontract on any terms the Services or any part thereof.
  - (ii) The Consignor undertakes:
    - (a) that no claim or allegation shall be made whether by the Consignor or any other person who is or may hereafter be interest in the Consignment against any person (other than the Company) by whom whether as subcontractor, principal, Employer, servant, agent or otherwise) the Service or any part thereof are provided which imposes or attempts to impose upon such person any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or willful act or default of the Company or others) in connection with the Consignment and if any such claim or allegation should nevertheless be made the Consignor undertakes to indemnify the Company and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the purposes of this clause the Company is or shall 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 shall to this extent be or be deemed to be parties to this contract.
    - (b) to indemnify the Company against any claim or allegation made against it by any person in connection with any liability of that person for any loss of damage to the Consignment occurring at any time during the provision of the Services.
  - (iii) It is agreed that each of the indemnities in sub-cause (i) hereof operates irrespective of whether the liability of the Company or any other person arises in events which may constitute a fundamental breach of contract or a breach of a fundamental term.
5. Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence, and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to protect - (i) all Subcontractors, (ii) every servant or agent of the Company or of a Subcontractor, (iii) every other person (other than the Company) by whom the Services or any part thereof are provided, and (iv) all persons who are or may be vicariously liable for the acts or omissions of any person falling within (i), (ii) or (iii) hereof and for the purpose of this clause the Company is or shall be deemed to 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 shall to this extent be or be deemed to be parties to this contract.
6. If the Consignor expressly or impliedly instructs the Company to use, or it is expressly or impliedly agreed that the Company shall use a particular method of handling or storing the Consignment or a particular method of carriage whether by road, rail, sea or air the Company shall give priority to that method but in any event the method or methods of handling, storing and/or carriage adopted by the Company shall remain at the sole discretion of the Company and the Consignor hereby authorises the Company to adopt any method or methods other than the method instructed or agreed.
7. The Consignor hereby authorises any deviation from the usual route of carriage or place of storage of the Consignment which may in the absolute discretion of the Company be deemed desirable or necessary in the circumstance.
8. (i) The Company is authorised to deliver the Consignment at the address nominated to the Company by the Consignor for that purpose and without prejudice to the foregoing it is expressly agreed that the Company shall be deemed to have delivered the Consignment in accordance with this contract if at that address he obtains from any person a receipt or signed delivery docket for the Consignment.
  - (ii) If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected to any person at that place, the Company may at its option deposit the Consignment at that place (which shall be deemed to be delivery in accordance with this contract) or store the Consignment and if the Consignment is stored by the Company the Consignor shall pay or indemnify the Company for all costs and expenses incurred in or about such storage. In the event that the Consignment is stored by the Company, the Company shall be at liberty to redeliver it to the Consignor from the place of storage at the Consignor's expense.
9. Where the Consignment is accepted for forwarding by rail to an address in a town or to a place where the Company has no receiving depot the Consignment shall be deemed delivered according to this contract if it is delivered to the nearest railhead.
10. The Consignor shall be and remain responsible to the Company for all its proper charges incurred for any reason. A charge may be made to the Consignor in respect of any delay in excess of thirty (30) minutes in loading incurred other than from the default of the Company. Such permissible delay period shall commence upon the Company reporting or loading or unloading. Labour to load or unload the Consignment shall be the responsibility of and at the expense of the Consignor.
11. The Company's charges shall be deemed fully earned as soon as the Consignment is loaded and dispatched from the Consignor's premises or accepted for storage shall be payable and non-refundable
12. The Company shall have a more on the Consignment and any documents relating thereto and on any other Consignment of the Consignor in the possession of the Company or any documents relating thereto for all sums payable by the Consignor to the Company and for that purpose shall have the right to sell any such Consignment by public auction or private treaty without notice to the Consignor.
13. (i) The Consignor shall not tender for carriage or storage any volatile or explosive goods, or goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any property whatsoever presenting a full description disclosing the nature of such goods, and in any events shall be liable for all loss and damage caused thereby.
  - (ii) If in the sole opinion of the Company the Consignment becomes or is liable to become of a dangerous, inflammable, explosive, volatile, offensive, or damaging nature the same may at any time be retained, destroyed, disposed of, abandoned, or rendered harmless by the Company without compensation to the Consignor and without prejudice to the Company's right to any charges hereunder and at the cost of the Consignor.
  - (iii) The Consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling, storage or carriage of the Consignment and that the Consignment is packed in a manner adequate to withstand the ordinary risks of storage and/or carriage having regard to its nature and hereby indemnifies the Company for any liability whatsoever, and for all costs and expenses incurred as a result of or arising out of the Consignor's failure to comply with each of these warranty.
14. It is agreed that the Consignor shall be responsible for the conformity of any containers, packaging, or pallets with any requirements of the Consignee and for any expense incurred by the Company arising from any failure to so conform.
15. It is agreed that no servant or agent of the Company nor any other person has any power to waive or vary any of these terms and conditions unless such waiver or variation is in writing and signed by an executive officer of the Company.
16. If the Company is liable for damage to or loss of the Consignment or any part thereof no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the Company in the State in which delivery was, or ought to have been effected within seven (7) days after delivery was effected or would in the ordinary course of business have been effected.
17. Notwithstanding any other provision hereof other than clause 22, the Company shall in any event be discharged from all liability whatsoever in connection with the Consignment unless suit is brought within six (6) months after delivery was affected or would in the ordinary course of business have been affected.
18. Goods are accepted by the Company subject to the condition that the Company accepts no responsibility for the collection of cash on delivery or any other payments Shall not be bound by such instructions notwithstanding that the Company may accept those goods as tendered and perform other services of carriage, forwarding or on behalf of the Consignor or any other person. When goods are rendered by any person with instructions for the Company to collect any such payments the Company storage in relation to those goods.
19. All rights, immunities, and exemptions from liability in these terms and conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of this contract or of any of these terms and conditions by the Company or any other person entitled to the benefit of such provisions and irrespective of
20. It is hereby agreed that if any provision or part of any provision of this contract is unenforceable such unenforceability shall not affect any other part of such provision whether such may constitute fundamental breach of contract or a breach of a fundamental term. or any other provision thereof.
21. The Consignment acknowledges that it is aware of and understands any applicable legislation relating to the disposal of uncollected goods and confirms that its place of abode for the purpose of that legislation is that set out on the documentation evidencing this contract.
22. Notwithstanding anything herein contained this contract is subject to the Trade Practices Act 1974 (as amended) if and to the extent that this Act implies a warranty into this contract and prevents the exclusion, restriction, or modification of any such warranty.
23. By accepting these Terms and Conditions, you agree to indemnify Vehicle Transport Group for any debt collection fees, late fees or legal costs we may incur in having to pursue you for payment of any outstanding invoices.