

CONDITIONS OF CARRIAGE

1. Definitions

"Australian Consumer Law" means the Australian Consumer Law contained in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

"Company" means TechIMAC Pty Ltd (ABN 37 628 287 874), its employees, servants, agents, subsidiaries and/or associated entities.

"Contract" means the Contract between the Company and the Customer for the Services, incorporating these Conditions of Carriage.

"Customer" means the shipper (consignor), the receiver (consignee), the owner of the Goods, the bailor of the Goods or the person for whom any of the Services are performed.

"Consignee" means the entity who is financially responsible for the receipt of Goods.

"Consignor" means the person or firm who sends the Goods to a carrier for transporting it to a Consignee.

"Goods" means the chattels, articles or things tendered for carriage or bailment or other services by the Customer and will include the container or containers, unit load devices or other packaging containing the same and any other pallet or pallets delivered with the same to the Company or Subcontractor.

"Services" means the storage/warehousing, carriage, transport, movement, handling, and/or any other service performed or arranged by the Company pursuant to, or ancillary to, this Contract.

"Dangerous goods" means such of the Goods as will be, or become, in fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to other goods or to any person or animals or to any thing in which those goods are carried, handled or stored.

"Valuables" means bullion, coins, precious stones, jewellery, antiques, or works of art.

"Perishable goods" means such of the Goods as will be in fact or law liable to deteriorate in quality and/or value and will include, but not be limited to, fruits, vegetables, dairy products, meat, etc.

"Services" means any person who pursuant to a Contract or arrangement (other than a Contract of employment) with any other person (whether or not the Company) performs or agrees to perform the Services or any part thereof.

Words importing the singular include the plural and vice versa and words importing any gender include all genders and words importing a person include firm and corporation where appropriate.

2. Not a Common Carrier

The Company is not a common carrier and accepts no liability as such. The Company reserves the right to refuse the carriage of goods for any particular person and for carriage of any goods or classes of goods at its discretion whether before or after the carriage or Service has commenced and further reserves the right to open and inspect all Goods at its discretion and at the Customer's expense.

3. Warranties by the Customer

The Customer warrants that:

- (a) the Customer has complied with all applicable laws and regulations relating to the nature, condition, packaging, carriage or storage of the Goods and that the Goods are packed in a manner, having a regard to their nature, adequate to withstand the ordinary risks of carriage and/or storage;
- (b) the Goods have been fully and accurately described in writing in the space provided on the consignment note;
- (c) the Goods do not include any Dangerous goods or goods which are or may be liable to damage other goods or property whatsoever other than as are specifically and fully described and disclosed as such on the Company's consignment note and that the Customer has complied, and will comply, with the Australian Dangerous Goods (ADG) Code for transport by road and rail; and
- (d) the Services are required by the Customer for the purposes of a business, trade, profession or occupation carried on or engaged in by the Customer.

4. Agency/Subcontracting/Sub-bailment

- (a) Subject to and in accordance with the terms and conditions and instructions contained in this Contract, the Company agrees, and the Customer hereby employs and authorises the Company, as agent of the Customer, to contract either in its own name or in the Customer's name with any Subcontractor, and employs and authorises any Subcontractor to subcontract with any other Subcontractor, for the performance of any Service to be performed or arranged by the Company under this Contract.
- (b) Any such contract may be made on any terms whatsoever used by the Subcontractor with whom the Company or Subcontractor may contract for such Service(s) including in every case terms which may limit or exclude liability in respect of the Service and any term whereby the Subcontractor may employ any person, firm or company for performance of the Service.

5. Authority and Agency

- (a) Any person delivering the Goods or any part thereof to the Company for carriage is authorised to sign the Company's consignment note for the consignor.
- (b) The Customer warrants that in entering into this Contract and agreeing to these Conditions of Carriage the Customer is either the owner, or the authorised agent of the owner, of the Goods and agrees to indemnify the Company against any liability which the Company may incur to any person, other than the Customer,

who claims to have, who has or who may hereafter have any interest in the Goods or any part thereof.

6. Prevention of Suit/Circular Indemnity and Himalaya

The Customer undertakes that no claim or allegation will be made against any Subcontractor or other party (other than the Company) who may be vicariously liable for the acts or omissions of such Subcontractor in connection with the Goods whether or not arising out of negligence on the part of such party (Claim). If any Claim should nevertheless be made, the Customer agrees to indemnify the Company against all consequences thereof. Without prejudice to the foregoing, every such party will have the benefit of all provisions herein benefiting the Company as if such provisions were expressly for its benefit, and in entering into this Contract, the Company, to the extent of these provisions, does so not only on its own behalf, but also as agent and trustee for such parties.

7. Exclusion and Limitation of Liability

- (a) The Company and/or its employees, servants, agents and Subcontractors, will not be liable for any loss, damage, cost, expense, penalty or fine incurred by the Customer, or any other person, howsoever caused, which arises from or in connection with:
- (i) loss of or damage to the Goods, unless such loss or damage occurs whilst the Goods are in the actual custody of the Company and under its actual control, and such loss or damage is due to the fault, negligence or wilful act or omission of the Company, or its employees, servants, agents and Subcontractors;
 - (ii) marks, numbers, brands, contents, quality, value, weight, dimensions or description of the Goods; or
 - (iii) loss or damage resulting from fire, water, explosion or theft, unless caused by the fault, negligence or wilful act or omission of the Company or its employees, servants, agents and Subcontractors.
- (b) Unless a law limiting the Company's liability to a greater amount compulsorily applies, the liability of the Company arising out of any one incident, howsoever arising, whether the claim arises in contract, tort (including negligence) or under statute (including a breach of a consumer guarantee under the Australian Consumer Law), is limited to any of the following as determined by the Company:
- (i) the supplying of the Services again; or
 - (ii) the payment of the cost of having the Services supplied again; or
 - (iii) for loss of or damage to any Goods, the lesser of:
 - (A) the replacement cost of the Goods, as calculated at the time they are collected or received by the Company; and
 - (B) \$500 per consignment where Goods are lost or damaged in the course of carriage, or \$500 per incident where Goods are lost or

damaged while otherwise in the custody of the Company or its Subcontractor.

- (c) Notwithstanding any other term of the Contract, to the extent permitted by law, the Company will not have any liability to the Customer in respect of the following:
- (i) Loss of or damage to:
 - (A) Gold, jewellery, negotiable instruments, bullion of any type, cigarettes, precious metals or stones, bank notes, antiques and works of art, stamp collections, pottery, crockery and glassware;
 - (B) Glass, ceramic, porcelain or earthenware components of any Goods;
 - (C) Goods not fully and accurately described to the Company to enable the Company to determine the resources required to perform the Services and to reasonably estimate the value of the Goods;
 - (D) Goods which are used or second-hand;
 - (E) Loss of or damage to Goods sustained at any time after the Company has attended at the delivery address if the Company has been unable to effect delivery (for example, inadequate or incorrect address provided, delivery refused by the Consignee or premises unattended);
 - (ii) loss of or damage caused by delays in delivery due to weather conditions, third party industrial disputes and events outside the reasonable control of the Company or its Subcontractor;
 - (iii) theft where the Goods were reasonably secured by the Company or its Subcontractor and there is reason to believe that such theft was caused by a third party;
 - (iv) loss of or damage caused by loading or unloading of, or packing, protecting or labelling, the Goods which is performed by a person other than the Company or its Subcontractor;
 - (v) loss of or damage to the Goods where the Customer does or did not use the Company's bar-coded freight tracking system, or the Goods are not fully described on the consignment note;
 - (vi) the cost of software installed on any Goods;
 - (vii) consequential or economic loss suffered by the Customer or any other person arising from, or in any way connected with, the handling, storage or delivery of the Goods;
 - (viii) loss of or damage to the Goods which is covered by an insurance policy the Customer has in place; or

- (ix) loss or damage to the Goods where the Goods were not packaged to best industry practice and standards.
- (d) The following procedures apply to claims made by the Customer under this Clause 7:
 - (i) All claims must be notified in writing to the Company's Claims Department at the address for service of notices (which may include an email address) last notified to the Customer by the Company;
 - (ii) Notice in writing providing details of any claim under this Clause 7 must be given to the Company:
 - (A) in the case of a claim for damage to the Goods, within 5 working days after delivery of the Goods; and
 - (B) in the case of a claim for loss of the Goods, within 30 days after the date on which the Goods were required to be delivered to, or collected by, the Customer or its agent.
 - (iii) The Customer may only make one claim per consignment where Goods are lost or damaged in the course of carriage, or one claim per incident where Goods are lost or damaged while otherwise in the custody of the Company or its Subcontractor, and must provide the Company with documentary evidence of proof of the value of the Goods at the date of collection or receipt by the Company of the Goods;
 - (iv) If the Customer has an account with the Company, the Company reserves the right to set off any payment under the claim against any outstanding amounts owed to the Company by the Customer.
- (e) Notwithstanding any condition herein limiting or excluding liability, or limiting the time in which action may be brought against the Company, if and to the extent that the Customer has rights under the Australian Consumer Law nothing in these Conditions of Carriage is intended to exclude or limit the Customer's rights under the Australian Consumer Law in a way which is not permitted under that legislation.

8. Chain of Responsibility

- (a) The Company is committed to achieving Chain of Responsibility compliance under the National Transport Reform (Compliance and Enforcement) Act 2003 and all supporting regulations.
- (b) The Chain of Responsibility (CoR) legislation imposes legal liability on all those in the supply chain who have responsibility for tasks where their actions, inactions or demands put driver's lives and other lives at risk. Under the legislation, any party who has control in the supply chain, can be held responsible and may be legally liable.
- (c) The Company's objective is to eliminate, where reasonably practicable, all CoR-related risks throughout its organisation.

- (d) To this end, the Company has implemented a risk management based CoR Framework throughout its organisation that addresses the CoR target areas of mass, dimension, load restraint, fatigue and speed, along with other supporting areas.
- (e) The Consignor/Consignee must ensure that:
 - (i) Load restraint;
 - (A) The Company is given correct and appropriate information so the Company can supply suitable vehicles and adequate load restraint equipment for the load.
 - (B) Product packaging can withstand stacking and restraint forces without damage or breakage.
 - (ii) Mass and dimension
 - (A) Booked or ordered loads do not exceed maximum legal weight/dimension limits.
 - (iii) Fatigue
 - (A) Orders are placed in a timely manner to allow for dispatch that can meet delivery requirements.
 - (B) The timeslot for dispatch or receival factors in appropriate time for the job to be completed within the legal driving hours, including required rest breaks.
 - (C) The delivery request does not require (or incentivise) the driver to exceed driving hours and/or forego minimum rest periods.
 - (D) If the agreed time is not met, alternative agreements are in place to ensure they do not breach CoR legislation.
 - (iv) Speed
 - (A) No pressure is put on the driver to exceed the speed limit.
 - (B) Appropriate time is factored for the job to be completed without requiring the driver to speed.
 - (C) Contingency plans are developed to deal with scheduling issues and problems with meeting deadlines.
 - (D) Inclusion of speed compliance and monitoring in contracts.

9. Warehousing

The Goods may at any time be warehoused or otherwise held at any place or at any time be removed from any place at which they may be warehoused or otherwise held to any other place to be warehoused or otherwise held at the sole discretion of the Company. In every case, whether warehousing is incidental, or the primary Service provided by the Company, it will be provided at the Customer's risk and expense as a primary charge(s) or a charge(s) incidental to or in connection with the carriage of the Goods or any Service hereunder.

The Company does not accept responsibility for the return or costs associated with Customer provided pallets or shipping materials, including those owned by Chep, Loscam or any other third party.

10. Customer's Indemnity

- (a) The Customer must indemnify the Company in respect of any claim, loss, damage, payment, fine, expense, duty, tax, impost or other outlay whatsoever or howsoever caused, whether arising directly or indirectly from any Service arranged or performed by the Company in respect of Goods and/or in respect of any such cost incurred as a result of any breach of the terms, conditions or warranties in this Contract by the Customer.
- (b) Without limiting the generality of the foregoing, the Customer will remain responsible to the Company for all charges (C.O.D. or otherwise) paid by the Company to any of its agents, Subcontractors or any other party or authority.
- (c) The Customer must indemnify the Company in respect of any loss or damage arising from any inherent defect, quality or vice of the Goods.

11. Insurance

The Company does not insure the Goods, nor can the Company arrange insurance for the Goods, on behalf the Customer. The Customer is encouraged to insure the Goods against loss or damage including while in the possession of the Company.

No insurance will be effected by the Company on the Customer's behalf except on express instructions in writing by the Customer and only if the Company is licensed to do so pursuant to applicable Australian regulations. Any such insurance so effected will be subject to the usual exceptions and conditions of policies of the insurance company or underwriters taking the risk, at the Customer's expense. The Company will not be under any obligation to effect separate insurance on each consignment but may declare it on any general policy. Should such insurers dispute liability for any reason, the Customer as the insured will have no recourse against the Company whatsoever and any recourse by the Customer will be against the insurer.

12. Quotations

Quotations for the Services are made on an immediate acceptance basis and are subject to withdrawal or revision without notice at the Company's discretion.

13. Routes and Procedures

If the Company is instructed by the Customer and agrees to use a particular method or mode of transport and/or Service, the Company will give due consideration to the method or mode designated but will at all times have the right to choose or vary such method or mode of transport and/or Service or route and procedure to be followed in respect of the Service performed. The Customer hereby authorises the Company to substitute alternate carriers or other Service providers without notice to the Customer.

14. Payment of Expenses/Duties

The Customer authorises the Company, but with no obligation on the part of the Company, 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 for the reimbursement of such disbursements and for payment of any fine, expense, loss or damage incurred by the Company in connection therewith.

15. Responsibility for Fees/Charges

- (a) The Customer must pay the Company for all fees rendered and any charges it incurs for any reason in respect of the Services performed. This includes the payment of fees/charges which the Company is advised or agrees will be paid by a third party which then fails to so pay. Such fees/charges will be deemed fully earned as soon as the Goods are loaded and dispatched from the Customer's premises or otherwise delivered by the Customer to the Company and will be immediately payable and non-refundable.
- (b) The Customer agrees that it must not defer or withhold payment or deduct any amount from the account of the Company by reason of any claim it alleges against the Company.
- (c) Where the Company's freight or storage charge is based in whole or in part on weight or measurement of the Goods, the Company may at any time weigh or measure the Goods, and charge a proportional additional amount if any original or stated weight or measurement is thereby found to be incorrect.
- (d) If any charge is based on weight, Goods weighing less than 250kg per cubic metre or part thereof will be charged at the rate of 250kg per cubic metre.
- (e) The Company's freight charges will be deemed fully earned as soon as the Goods are loaded and despatched.
- (f) Every arrangement or instruction to the effect that charges will be paid by any person other than the Customer will be deemed to include a stipulation that if such other person does not pay the charges within 7 days of the date set for payment or if no date is set for payment, within 7 days of the date of invoice, the Customer must pay the charges.

16. Lien

The Goods are accepted subject to a general lien for all charges now due or which may hereafter become due to the Company by the Customer. If the lien is not satisfied, the Company may at its option and without any notice sell the Goods or part thereof upon such terms as it thinks fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for any loss or damage thereby caused.

17. Valuables, Dangerous goods, Perishable goods, Livestock, etc.

- (a) Except as agreed in writing, the Company will not accept Valuables, Dangerous goods, Perishable goods, livestock or plants for Services arranged or performed by the Company. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods

otherwise than as agreed in writing, the Customer will be liable for any loss or damage thereto or consequent thereon whether direct, indirect or consequential and howsoever caused and the Customer must indemnify the Company from and against all penalties, taxes, duties, claims, demands, damages, costs and expenses arising in connection therewith.

- (b) Any such goods may be destroyed in the sole and absolute discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted pursuant to a written agreement, they may nevertheless be destroyed or dealt with if deemed necessary in the sole and absolute discretion of the Company or any other person in whose custody they may be at the relevant time. In the event that the goods are destroyed or otherwise dealt with as aforesaid, the Company will bear no liability therefore and the Customer must indemnify the Company from and against all costs and expenses with respect thereto.
- (c) The Customer undertakes that any of the goods referred to in (a) above (including their covering, packaging, containers and other devices they are carried in) must be distinctly marked having regard to their nature. The Customer must indemnify the Company against all claims, losses, damages or expenses arising in consequence of any breach of this provision.
- (d) The Customer's compliance with (c) above in no way reduces or limits those rights afforded to the Company under (a) of this clause.

18. Delivery

- (a) The Company is authorised to deliver the Goods to the consignee or its agent at the address nominated to the Company by either the Customer, the consignor, the consignee or their agents and it is expressly agreed that the Carrier will be deemed to have delivered the Goods in accordance with this Contract if it obtains a receipt, signed delivery docket for the Goods or signature on its consignment note from any person at that address.
- (b) If the nominated place of delivery is unattended or if delivery cannot otherwise be effected, the Company in its sole discretion may at its option either deposit the Goods at the nominated place or store the Goods at the risk and expense of the Customer, both of which will be deemed to be delivery of the Goods under this Contract.
- (c) Dates specified for completion of carriage or any other Service are estimates only, and the Company will not be liable for failure to complete carriage or any other Service on such date or dates.

19. Sale and Disposal of Goods

The Company and its Subcontractors will be entitled at the cost and expense of the Customer, subject to any compliance with any applicable law, to sell or dispose of:

- (a) Goods which in the opinion of the Company or Subcontractor cannot be delivered by reason of the Goods being insufficiently or incorrectly

addressed or by reason of the Goods not being collected or accepted by the Consignee or for any other reason, and

- (b) any Perishable goods which in the opinion of the Company or the Subcontractor appear to be deteriorating, if the Customer fails to adequately instruct the Company with respect thereto or fails to pay any costs and expenses necessary to implement the Customer's instructions.

20. Law and Jurisdiction

Any dispute arising under this Contract will be governed by the laws of New South Wales and will be determined exclusively by the courts of New South Wales or by the court of the Company's choice.

21. Representations

By signing the letter of instruction or otherwise accepting these conditions, the Customer agrees that it did not rely on any representation, promise, warranty or condition of the Company or its Subcontractor not expressly made (in writing) part of this Contract.

22. Severance and Waiver

It is hereby agreed that if any provision or part of any provision of this Contract is unenforceable, such unenforceability will not affect any other part of such provision or any other provision hereof. Further, should the Company elect not to exercise any of its rights under this Contract, under any other contract/agreement or under law, such election will not constitute a waiver of any rights relating to any other or subsequent breach by the Customer.

23. Customer's Own Form

The use of the Customer's own form is no derogation to these conditions of Carriage.

24. Force Majeure

Where the Company is unable to carry out any obligation under the Contract due to any circumstance, matter or thing beyond its reasonable control ("force majeure"), the Company will be excused from such obligations to the extent of such prevention, restriction or interference so caused.