

**STANDARD TRADING CONDITIONS  
CARRIAGE  
(VERSION MAY 2015)**

The Customer's attention is drawn to these conditions which exclude or limit the Company's liability and may require the customer to indemnify the Company in certain circumstances.

The Customer shall purchase and the Company shall provide the Services, on and subject to these conditions, which, together with the terms and conditions of any Transport Document issued by the Company or Carrier for Services supplied to the Customer, shall govern the contract for the provision of the Services by the Company to the Customer ("the Contract") to the exclusion of any other terms and conditions. To the extent of any inconsistency between these conditions and the terms and conditions of a Transport Document these conditions prevail.

1. Definitions: "Action" means any claim, action, suit, proceeding or demand. "Business Day" means any day other than a Saturday, Sunday or public holiday in Western Australia; "Carrier" means the carrier engaged to carry the Goods and includes warehousemen. "Company" means Stevenson Logistics Pty Ltd (A.B.N. 65 008 784 950) and includes its officers, servants, agents and sub-contractors and, where the context permits, its related bodies corporate. "Consequential Loss" means loss of profit, loss of revenue, loss of production, loss of market, business interruption, loss of use, loss of contract, damage to commercial reputation or any similar, indirect or consequential loss or damage. "Container" means any container, trailer, transportable tank, flat, pallet or other packaging or article used to carry, consolidate, store or package the Goods. "Customer" means the person using the Services and includes its officers, servants, agents and sub-contractors. "Dangerous Goods" means Goods which are in fact or at law noxious dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to their Container, other goods or to any person, animal or property. "Force Majeure" means a circumstance beyond the reasonable control of the Parties which results in a Party being unable to observe or perform on time an obligation under the Contract, such circumstances including without limitation, acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, washaways, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution. "Goods" means the whole and any part of the chattels, articles and things tendered under the Contract by the Customer and include the Container of the Goods. "Law" means any statute, ordinance, regulation, by-law, rule, regulation, term, condition or requirement of any government department or authority or of any non-government entity. "Loss" means any loss, damage, expense or liability, whether direct or indirect, and includes Consequential Loss. "Ordinary Business Hours" means between 8:00am and 5:00pm on a Business Day. "Party" means a party to the Contract. "Person" includes a corporation, trust or unincorporated body or entity. "Services" means all services supplied by the Company to the Customer (whether gratuitously or not) and includes but is not limited to any advice or information, carriage, storage, lifting, packing, warehousing, handling, installation, removal, assembly erection or insurance of the Goods and arranging provision of these Services by a third party. "Transport Document" means any house or Carrier air waybill, bill of lading, warehouse receipt, consignment note or other document issued by the Company or a third party providing Services in respect of the Goods.
2. The Company is not a common carrier and accepts no liability as such. All Goods are carried and all storage or other Services are performed by the Company subject only to the written terms and conditions of the Contract and the Company reserves the right at its discretion to refuse the carriage or transport of any goods. Whenever the Company is instructed to provide or arrange Services it shall be authorised to entrust the Goods or arrangements to third parties subject to such parties' contractual terms and conditions. The Customer shall be bound by such terms and conditions, and shall release the Company from and indemnify the Company against any Action or Loss arising out or in any way connected with their acceptance.
3. By using the Services the Customer: (a) accepts these conditions; (b) expressly warrants that it is either the owner or the authorised agent of the owner(s) of the Goods; and (c) expressly warrants that it is authorised to accept these conditions on behalf of its principal (if any).
4. Subject to express instructions in writing given by the Customer and accepted by the Company, the Company reserves the right to determine, in its absolute discretion, the means, route and procedure to be followed in the handling and transportation of the Goods. If the Customer instructs the Company to use a particular method of carriage whether by road, rail, sea or air, the Company will give priority to the method designated but if that method cannot conveniently be adopted by the Company (in the Company's sole judgment) the Customer shall be deemed to have authorised the Company to carry or have the Goods carried by another method or methods.
5. All Goods to be carried shall be subject and liable to any Law which may be imposed by a highway, port, harbour, dock, railway, shipping, airway or any public authority or government department or office and any additional expense or charge arising out of such Law shall be paid by the Customer.
6. The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations retained by or paid to shipping and forwarding agents and/or insurance brokers.
7. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal before acceptance and revision after acceptance. If any changes occur in the rates of customs duty, freight, insurance premiums or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly

- whether with or without notice.
8. The quantity, description of an specification of the Services shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's purchase order (if accepted by the Company).
  9. No purchase order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all Loss (including loss of profit) incurred by the Company as a result of the cancellation.
  10. The price for the provision of the Services shall be that expressed in the Company's quotation and schedule of rates, plus any additional charges payable by the Customer in accordance with these conditions.
  11. Unless otherwise agreed by the parties in writing, payment must be made within 14 days from date of invoice.
  12. If any payment to be made by the Customer to the Company is overdue, interest shall be payable at the monthly rate of two (2) percent, calculated and compounded daily, until the amount due is paid in full.
  13. The Company may charge freight by weight, measurement or value and may at any time re-weigh, re-value or re-measure and charge proportional additional freight accordingly.
  14. All prices presented in documents and quotations regarding the provision of the Services by the Company are exclusive of GST unless specified. If GST is payable in connection with the provision of the Services under the Contract, the Customer must pay to the Company the amount of GST payable in respect of that supply. The GST component shall be shown separately upon each invoice.
  15. (a) The Company is authorised to deliver the Goods at the address given to the Company by the Customer for that purpose and it is expressly agreed that the Company shall be taken to have delivered the Goods in accordance with the Contract if, at that address, a receipt or signed delivery docket for the Goods is given to the Company.  
 (b) If the nominated place of delivery is unattended or if any delivery cannot otherwise be effected by the Company, the Company may at its option deposit the Goods at that place which shall be deemed to be delivery for the purposes of the Contract, or store the Goods and if the Goods are stored the Customer shall pay the Company's fees and charges for storage and for re-delivery.  
 (c) If a consignment is refused at point of delivery and/or at loading point and is beyond the Company's control, a futile delivery/trip charge may be imposed at the Company's discretion.  
 (d) The Company may charge an additional fee in respect of any delay in excess of 30 minutes in loading or unloading of the Goods not caused or contributed to by the Company.  
 (e) Where Goods are accepted for forwarding by rail to an address in a town or place where the Company has no receiving depot the Goods shall be deemed to have been delivered in accordance with this Contract if they are delivered to the nearest railhead.
  16. The Company's schedule of rates do not apply to Services provided outside of Ordinary Business Hours. Services at those times will be provided by prior arrangement with price on application only.
  17. A surcharge per consignment shall apply for Dangerous Goods and will be negotiated as per requirements for the cartage of all Dangerous Goods. All consignments of Dangerous Goods must be accompanied by the appropriate EPG information. Failure to declare a consignment as dangerous prior to cartage will result in the consignment not to be delivered until required documentation is provided.
  18. The Company may open any container or other packaging in which the Goods are housed to inspect the Goods where that is reasonably necessary to determine their nature or condition or to determine their ownership or destination where any consignment note or other identifying document or mark is lost, damaged or destroyed, without prior notice to the Customer.
  19. Carriers charge demurrage for containers discharged from the vessel and retained for a period in excess of a certain number of days. The Customer is encouraged to contact the carrier regarding free time for containers and conditions once discharged from vessel and the demurrage charges that may be imposed. The Company requires no less than 2 Business Days notice to arrange the dehire of containers. The Customer shall be liable to pay all demurrage charges due to the late return of containers to the dehire container depot.
  20. The Customer warrants that all descriptions, values and other particulars of the Goods furnished to the Company for customs, consular and other purposes are accurate and complete and shall release the Company from and indemnify the Company against any Loss arising out of or in any way connected with: (a) any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence on the part of the Customer, or the sender, owner or consignee of the Goods; and (b) any Loss arising out of or in any way connected with marks, weight, numbers brands, contents, quality or description of the Goods.
  21. The Customer shall comply with the requirements of any applicable law relating to the description, nature, condition and packaging of the Goods and shall pay to the Company the expenses and charges of the Company in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation. The Customer shall provide to the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders or requirements.
  22. The Customer and the senders, owners and consignees of the Goods shall be jointly and severally liable for any duty, tax, impost, or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by the Company arising out of or in connection therewith.
  23. The Company shall not arrange for the Goods to be insured, unless the Customer expressly instructs the Company in writing to do so. All insurances arranged by the Company will be subjected to the usual exceptions and conditions of the policies of the insurance or underwriters accepting the risk. The Company shall not be under any obligation to

- effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the Customer shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its customer.
24. The Company shall not under any circumstances be liable for Loss arising out of or in connection with any quotation, representation or information, whether oral or in writing, howsoever, wheresoever or to whomsoever made or given by or on behalf of the Company as to the classification of or the liability for an amount, scale, or rate of customs duty excise duty or other impost or tax applicable to any goods or property whatsoever. The Company does not accept responsibility in relation to any decision made or action taken or liability incurred on the basis of any such quotation, statement, representation or information.
  25. The Company shall not under any circumstances be liable for Loss caused by fire, water, explosion or theft, whether due to the negligence of the Company or otherwise.
  26. The Company shall not be liable for Loss arising out of or in connection with loss of or damage to the Goods unless: (a) such defect, loss or damage occurs whilst the Goods are in the actual custody and control of the Company; (b) such defect, loss or damage is due to the wilful negligence of the Company; and (c) the Customer gives the Company notice of the existence of and nature of the defect, loss or damage within 7 days of the Customer becoming aware of the defect, loss or damage.
  27. The Company shall be discharged from all liability in respect of the provision of the Services or any defect in, loss of or damage to the Goods unless suit is filed and served on the Company within 9 months after completion of the Services, delivery of the Goods or the date when the Goods should have been delivered, whichever is the shorter.
  28. To the maximum extent permitted by law: (a) all terms and warranties expressed or implied by any legislation, the common law, equity, trade, custom or usage or otherwise in relation to the Services or the Contract are expressly excluded; (b) subject to clause 24 of these conditions, the Company is not liable in any way for any Loss arising out of or in any connected with the Company's negligence or any fundamental breach of the Contract; (c) subject to clause 24 of these conditions and without limiting the generality of (b) in this clause, the Company is not liable in respect of any Loss arising out of or in connection with the provision of the Services including, without limitation, any Loss suffered by third parties, including the Customer's customers or any person who has any interest in the Goods; and (d) the Customer agrees to indemnify and keep indemnified the Company from and against all Actions and Losses arising out of or in connection with the provision of the Services.
  29. To the extent that any legislation or law implies any term or warranty or prohibits provisions in the Contract excluding or modifying the application of, exercise of or liability under that term or warranty, the liability of the Company for breach of that term or warranty is limited, at the discretion of the Company, to: (a) in respect of the Goods: (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair of the Goods; (iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the Goods repaired; or (b) in respect of the Services: (i) the supply of the Services again; or (ii) the payment of the cost of having the Services supplied again.
  30. The Company shall not in any circumstances be liable for Loss arising out of or in connection with the loss or fall of market or attributable to delay in forwarding or in transit or failure (not amounting to wilful negligence) to carry out the instructions given to it.
  31. Goods shall be deemed to be in transit notwithstanding that the carriage of the Goods may have been interrupted or the Company may have diverted from the usual route for such carriage.
  32. The Company shall not in any circumstances be liable for liquidated damages or costs arising from any delay in delivery of cargo or consignment, whether or not connected to the Customer's project.
  33. To the extent that the Company is held to be liable to the Customer for a monetary amount in respect of any Action or Loss arising out of or in connection with the Contract or the provision of the Services, the Company's liability to the Customer shall in every case be limited to the sum of \$20.00 in respect of all the goods entrusted to its care in any one consignment whether or not there has been any declaration of value of the goods or of any of them by the Consignor for the purpose of carriage or otherwise.
  34. In the case of carriage by sea, the value will not be declared or inserted in the Bill of Lading for the purpose of extending the Shipowners' liability under Article VI, Rule 5 of the Sea Carriage of Goods Act, 1924, except upon express instructions given in writing by the customer. In the case of Carriage by Air, no optional declaration of value to increase the Air Carrier's liability under the Carriage by Air Act, 1935, Article 22(2) of the First Schedule will be made except on express instructions given in writing by the Customer. In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers, warehousemen or others no declaration of value (where optional) will be made for the purpose of extending liability, and goods will be forwarded or dealt with at owner's risk or other minimum charges, unless express instructions in writing to the contrary are given by the customer.
  35. Instructions to collect payment on delivery (C.O.D) in cash or otherwise are accepted by the Company upon the condition that the Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
  36. Perishable Goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not identifiable, may be sold or otherwise disposed of without any notice to the Customer or the senders, owners or consignees of the Goods, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery.

37. Non-perishable Goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee may be sold or returned at the Company's option at any time after the expiration of 21 days from the sending of notice to the Customer or to the sender at the address which the Customer or sender gave the Company on delivery of the goods to the Company. All charges and expenses arising in connection with the sale or return of the Goods shall be paid by the Customer. A communication from any agent or correspondent of the Company to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of the fact.
38. Except under special arrangements previously made in writing the Company will not accept or deal with any Dangerous Goods. The Customer shall be liable for and shall release the Company from and indemnify the Company against all Loss arising out of or in connection with the delivery of Dangerous Goods to the Company by or on behalf of the Customer or the handling of or dealing with those goods, whether or not the Customer was aware of the nature of the Dangerous Goods. Dangerous Goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If Dangerous Goods are delivered to the Company under special arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with if they become dangerous to other goods or property. For the purposes of this clause, Goods are Dangerous Goods if they are likely to harbour or encourage vermin or other pests.
39. Pending forwarding and delivery, the Company shall be entitled to store the Goods at its own premises or elsewhere at the sole discretion of the Company at the Customer's risk and expense. The expenses that the Company may charge the Customer include all reasonable costs of storage incurred by the Company including insurance of the Goods whilst stored notwithstanding that risk in the Goods will have passed to the Customer.
40. The Customer shall be liable to pay all charges in connection with the storage of the Goods arising out of: (a) the Company exercising its lien under these conditions; (b) the failure of the Company to receive appropriate instructions or documentation for the delivery of the Goods within 48 hours of the time for delivery (or at all); or (c) any other event beyond the reasonable control of the Company.
41. Except under special arrangements previously made in writing the Company will not accept bullion, coins, stones, jewellery, valuables, antiques, pictures, livestock or plants and the Customer shall be liable for and shall release the Company from and indemnify the Company against all Loss arising out of or in connection with the loss of or damage to those Goods
42. The Contract can be terminated by the Company or the Customer upon providing notice of termination to the other if the other Party: (a) fails to make any payment which pursuant to the Contract it is required to make and fails to remedy this default within 7 days of receiving a written request from the other Party to do so; (b) commits or allows to be committed any breach or non-observance of any of the other obligations on its part to be performed and/or observed hereunder, and fails to remedy or to take effective action to remedy that breach or non-observance, so far as reasonably practical, within 7 days after being requested in writing by the other Party to do so; or (c) becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration or ceases or threatens to cease conducting its business in the normal manner.
43. Termination of the Contract does not affect or prejudice any rights of the Parties which have accrued prior to the termination. A Party's exercise of its rights under this clause does not affect or limit that Party's ability to exercise any other rights under the Contract, at law or in equity.
44. If the Customer defaults in any of its obligations under the Contract, including its obligation to pay for the Services or to make any other payment required to be made by the Customer under the Contract, and remains in default for a period of 7 days following receipt of written request by the Company to remedy such default, the Company shall be entitled to terminate the Contract and thereafter take any such steps as may be available to it to recoup any Loss suffered by reason of the default of the Customer.
45. If the Customer defaults in any of its obligations under the Contract, including its obligation to pay for the Services, then all amounts unpaid as at the date of that default shall immediately become due and payable.
46. The Customer shall be entitled to terminate the Contract if the Company, having contracted to provide the Services, is thereafter unable or unwilling to provide the Services.
47. All Goods (and documents relating to Goods) shall be subject to a particular and general lien for moneys due and payable either in respect of such Goods or any particular or general balance or other moneys due from the Customer, the senders, owners or consignees of the Goods to the Company. If any moneys due to the Company are not paid within one calendar month after notice has been given to the person from whom the moneys are due that such goods are detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the Customer, and the proceeds applied in or towards satisfaction of such particular and general lien.
48. Neither Party shall be liable for any delay or failure to perform its obligations under the Contract if such delay is due to Force Majeure. If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended. If a delay or failure of a Party to perform its obligations due to Force Majeure exceeds sixty (60) days, either Party may immediately terminate the Contract on providing notice in writing to the other Party.
49. The Contract is governed by, and shall be construed and interpreted in accordance with the laws in force in the State of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of the State of Western Australia.
50. The use of a Customer's own form shall in no way derogate from these conditions the whole of which govern the Contract. To the extent of any inconsistency between these conditions and the terms and conditions of such a form, these conditions prevail.

51. The Company shall not be bound by any agreement purporting to vary the Contract unless the agreement is in writing and signed on behalf of the Company by one of its Directors.
52. If any provision of the Contract is determined to be void by any court then that determination shall not affect any other provision of the Contract which shall otherwise remain in full force and effect.
53. No waiver by either party of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.
54. Time is of the essence in the Contract.
55. A notice or other communication connected with the Contract has no legal effect unless it is in writing and sent by post, or facsimile to the address of the addressee set out in the Contract or subsequently notified, the facsimile number of the addressee or otherwise delivered at the address or the addressee set out in the Contract or subsequently notified. A notice will be treated as given and received: (a) if sent by post, on the 5<sup>th</sup> business day after posting; (b) if sent by facsimile, on the next business day (provided that at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that the relevant number of pages comprised in the notice have been sent); or (c) if otherwise delivered, upon delivery.
56. By instructing the Company to provide Services or continuing to use the Services the Customer accepts these conditions irrespective of whether the Customer returns a signed "Acceptance of Standard Quotation & Standard Trading Conditions – Carriage" or a signed copy of these conditions to the Company.

**STANDARD TRADING CONDITIONS  
QUARANTINE  
(VERSION MAY 2015)**

The Services provided by the Company are subject to the following conditions:

**Definitions**

- "Action"** means any claim, action, suit, proceeding or demand;
- "AQIS"** means the Australian Quarantine Inspection Service;
- "Business Day"** means any day other than a Saturday, Sunday or public holiday in Western Australia;
- "Company"** means Stevenson Logistics Pty Ltd (A.B.N. 65 008 784 950) and includes its officers, servants, agents and sub-contractors and, where the context permits, its related bodies corporate;
- "Contract"** means the contract between the Company and the Customer for the provision of the Services subject to these conditions;
- "Consequential Loss"** means loss of profit, loss of revenue, loss of production, loss of market, business interruption, loss of use, loss of contract, damage to commercial reputation or any similar, indirect or consequential loss or damage;
- "Customer"** means the Person to whom the Services are provided and, where the context provides, includes its officers, servants, agents and sub-contractors;
- "Dangerous Goods"** includes Goods which are noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury;
- "Force Majeure"** means a circumstance beyond the reasonable control of a Party which results in that Party being unable to observe or perform on time an obligation under the Contract;
- "Goods"** means the whole and any part of the chattels, articles and things provided by the Customer to the Company under the Contract, including containers, unit load devices, pallets or packaging in which the Goods are stored and includes Dangerous Goods, Perishable Goods or Valuable Goods which are provided by the Customer to the Company;
- "Government Authority"** means any government department with responsibility for the import or export of goods and the transport of goods including, without limitation, AQIS;
- "Law"** means any statute, ordinance, regulation, by-law, rule, regulation, term, condition or requirement of any government department or authority or of any non-government entity;
- "Loss"** means any loss, damage, expense, payment or liability, whether direct or indirect, and includes Consequential Loss;
- "Ordinary Business Hours"** means between **8:00am and 5:00pm** on a Business Day in Western Australia;
- "Party"** means a party to the Contract;
- "Perishable Goods"** includes Goods which are liable to deteriorate in quality and/or value and includes but is not limited to fruit, vegetables, dairy products and meat;
- "Person"** includes a corporation, trust or unincorporated body or entity;
- "Services"** means all services arranged, provided or undertaken by the Company for or to the Customer (whether gratuitously or not) and includes but is not limited to any advice or information, inspection, disassembly, reassembly, handling, fumigation, washing, carriage, storage, warehousing, packing, or insurance of the Goods or arranging the provision of any of these Services by a third party;
- "Subcontractor"** means any Person which the Company may arrange to perform or undertake any Service in respect of the Goods;
- "Valuable Goods"** includes bullion, coins, stones, jewellery, valuables, antiques or works of art.

**Quotations and Purchase Orders**

1. Quotations are given by the Company on the basis of acceptance by the close of business on the day given and are subject to the right of withdrawal before acceptance and revision after acceptance. If any changes occur in the rates of insurance premiums or other charges applicable to the Goods, quotations and charges shall be subject to revision accordingly whether with or without notice to the Customer.
2. The quantity, description or specification of the Services shall only be those expressly set out in the Company's quotation (if accepted by the Customer) or the Customer's purchase order (if accepted by the Company).
3. No purchase order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and any agreed cancellation is deemed to be on terms that the Customer shall indemnify the Company against all Loss incurred by the Company as a result of the cancellation.
4. The use of a Customer's own form or purchase order irrespective of whether communicated to the Company shall in no way derogate from these conditions. These conditions solely govern and constitute the entire Contract.
5. The price for the provision of the Services shall be that expressed in the Company's quotation and schedule of rates, plus any additional charges payable by the Customer in accordance with these conditions.

**Payment**

6. Unless otherwise agreed by the parties in writing, payment must be made within 7 days from date of invoice.
7. If any payment to be made by the Customer to the Company is overdue, interest shall be payable at the monthly rate of two (2) percent, calculated and compounded daily, until the amount due is paid in full.
8. All prices presented in documents and quotations regarding the provision of the Services by the Company are in Australian dollars and are exclusive of GST unless specified. If GST is payable in connection with the provision of the Services under the Contract, the Customer must pay to the Company the amount of GST payable in respect of that supply. The GST component shall be shown separately upon each invoice. The Company is entitled to charge a currency conversion

premium when converting receivables into Australian currency.

9. The Company's schedule of rates does not apply to Services provided outside of Ordinary Business Hours. Services at those times will be provided by prior arrangement with price on application only.

**The Company's Discretion Regarding Provision of the Services**

10. Subject to express instructions in writing given by the Customer and accepted by the Company in sufficient time before the provision of the relevant Service, the Company reserves the right to determine, in its absolute discretion, the means, methods and procedures used in providing the Services.

**Subcontracting**

11. The Company is entitled to subcontract on any terms the whole or any part of the Services. The Customer agrees exemptions, limitations and conditions applying to the Company under these conditions or under any written or unwritten law shall be available and apply to any Subcontractor as though the Subcontractor was the Company, and the Subcontractor may rely on section 11 of the *Property Law Act 1969* (WA) in that respect. The Customer further agrees that no Action shall be brought by the Customer against any Subcontractor by whom any Service is performed or arranged which imposes or attempts to impose any liability in connection with the Goods.

**The Customer's Warranties**

12. By requesting the Services or by the Company commencing the Services (whichever is the earlier) the Customer:
- (a) accepts these conditions on its own behalf and on behalf of any other Person with an interest in the Goods;
  - (b) warrants that it is either the owner or the authorised agent of the owner(s) of the Goods;
  - (c) warrants that it is authorised to accept these conditions on behalf of its principal (if any);
  - (d) warrants that all markings, brandings, descriptions, particulars and instructions in connection with the Goods given to the Company are accurate and complete; and
  - (e) warrants that the performance of the Services in respect of the Goods shall not be a breach of any law.

**Characteristics of Goods**

13. The Company relies on the Customer's details of description, items, pallet space, quantity, weight, quality, value and measurement of, and all instructions, warnings and other information in connection with the Goods supplied by the Customer and does not verify or admit the accuracy of those details.
14. If Goods are delivered to the Company in a damaged or defective condition, which may have been discoverable on examination by the Company in respect of the Goods, the Company is not liable for any failure to examine the Goods or take any other action.

**Dangerous, Perishable or Valuable Goods**

15. Except as expressly agreed in writing by the Company and the Customer, the Company will not accept delivery of or deal with any Dangerous Goods, Valuable Goods or Perishable Goods. (Clauses 16, 17 and 20 apply specifically where Goods of that type are delivered by the Customer with or without the agreement of the Company.
16. The Customer undertakes that all Dangerous Goods, Perishable Goods and Valuable Goods (including their packaging, coverage, containers and other devices they are carried in) shall be distinctly marked having regard to their nature and, where applicable, accompanied by the appropriate documentation. Failure to declare Goods as Dangerous Goods prior to delivery to the Company's premises will result in the Company refusing to accept delivery of the Goods until the required documentation is provided.
17. The Customer undertakes that all Dangerous Goods, Perishable Goods and Valuable Goods shall be packed in a manner adequate to withstand the ordinary risks arising out of the provision of the Services.

**Sale, Disposal or Destruction of Goods**

18. The Company shall be entitled at the Customer's expense, subject to any applicable law, to sell or dispose of:
- (a) Goods which in the Company's opinion cannot be delivered by reason of the Goods not being accepted or collected by the Customer for any reason; or
  - (b) Perishable Goods which in the Company's opinion appear to be deteriorating, and in respect of which the Customer fails to adequately instruct the Company or fails to pay the Company's costs and expenses necessary to implement the Customer's instructions regarding the Goods.
19. Payment or tender of the net proceeds of any sale of Goods by the Company after deduction of charges shall be equivalent to delivery.
20. If Dangerous Goods are accepted by the Company under clause 15 of these conditions, they may nevertheless be destroyed or dealt with by the Company if deemed necessary in the sole and absolute discretion of the Company.

**Transport and Handling**

21. The Customer shall comply with the requirements of any applicable law relating to the description, nature, condition and packaging of the Goods and shall pay to the Company the expenses and charges of the Company in complying with the provisions of any such law or with any order or requirement thereunder. The Customer shall provide to the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders

- or requirements.
22. The Customer is responsible for the cost of and arranging for the Goods to be delivered to the Company's premises.
  23. All Goods to be carried shall be subject and liable to any Law which may be imposed by a highway, port, harbour, dock, railway, shipping, airway or any public authority or government department or office and any additional expense or charge arising out of such Law shall be paid by the Customer.
  24. The Company is authorised to deliver the Goods at the address nominated by the Customer and the Company shall be deemed to have delivered the Goods in accordance with the Contract if it obtains a receipt or signed delivery docket from a person at that address. The Customer is responsible for the cost of delivery of the Goods to the nominated place of delivery.
  25. (a) The Company is authorised to deliver the Goods at the address given to the Company by the Customer for that purpose and it is expressly agreed that the Company shall be taken to have delivered the Goods in accordance with the Contract if, at that address, a receipt or signed delivery docket for the Goods is given to the Company;
  - ) If the nominated place of delivery is unattended or if any delivery cannot otherwise be effected by the Company, the Company may at its option deposit the Goods at that place which shall be deemed to be delivery for the purposes of the Contract, or store the Goods and if the Goods are stored the Customer shall pay the Company's fees and charges for storage and for re-delivery;
  - (c) If a consignment is refused at point of delivery and/or at loading point and is beyond the Company's control, a futile delivery/trip charge may be imposed at the Company's discretion;
  - (d) The Company may charge an additional fee in respect of any delay in excess of **30 minutes** in loading or unloading of the Goods not caused or contributed to by the Company;
  - (e) Where Goods are accepted for forwarding by rail to an address in a town or place where the Company has no receiving depot the Goods shall be deemed to have been delivered in accordance with this Contract if they are delivered to the nearest railhead.

#### **Insurance**

26. The Company shall not arrange for the Goods to be insured, unless the Customer expressly instructs the Company and the Company agrees in writing to do so. All insurances arranged by the Company will be subjected to the usual exceptions and conditions of the policies of the insurance or underwriters accepting the risk. The Company shall not be under any obligation to effect separate insurance on the Goods but may declare them on any open or general policy. Should the insurers dispute their liability for any reason the Customer shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by the Customer.

#### **Warehousing and Storage**

27. The Company may refuse to carry out storage or warehousing of the Goods at its discretion.
28. The Goods are stored or warehoused entirely at the Customer's risk and expense and the Company accepts no liability for the Goods whatsoever. Subject to clause 26 of these conditions, the Customer shall maintain all appropriate insurances to cover its risk.
29. The expenses that the Company may charge the Customer include all reasonable costs of storage or warehousing incurred by the Company including insurance of the Goods whilst stored notwithstanding that risk in the Goods will have passed to the Customer
30. The Customer shall be liable to pay all charges in connection with the storage of the Goods arising out of:
  - (a) the Company exercising its lien under these conditions;
  - (b) the failure of the Company to receive appropriate instructions or documentation for the delivery of the Goods within 48 hours of the time for delivery (or at all); or
  - (c) any other event beyond the reasonable control of the Company.
31. Except under special arrangements previously made in writing the Company will not accept bullion, coins, stones, jewelry, valuables, antiques, pictures, livestock or plants and the Customer shall be liable for and release the Company from and indemnify the Company against all Loss arising out of or in connection with the loss of or damage to those goods.
32. The Company may open any container or other packaging in which the Goods are housed to inspect the Goods where that is reasonably necessary to determine their nature or condition or to determine their ownership or destination where any consignment note or other identifying document or mark is lost, damaged or destroyed, without prior notice to the Customer.

#### **Limitation and Exclusion of Liability**

33. The Company is not a common carrier and accepts no liability as such. All Goods are carried and all storage or other Services are performed by the Company subject only to the written terms and conditions of the Contract and the Company reserves the right at its discretion to refuse the carriage of any goods.
34. The Customer shall be liable for and releases the Company from, indemnify and keep indemnified the Company against all Loss arising out of or in connection with:
  - (a) the provision of the Services;
  - (b) the delivery of Dangerous Goods to the Company by or on behalf of the Customer or the provision of Services by the Company in respect of those Dangerous Goods, whether or not the Customer was aware of the nature of the Dangerous Goods.
  - (c) any damaged or defective condition of Goods at the time of delivery to the Company or any steps that might have



- been taken to rectify or mitigate that damage or condition or the consequences of that damage or condition.
- (d) any Action brought against a Subcontractor.
  - (e) any omission or inaccuracy in any markings, brandings, descriptions, particulars and instructions in connection with the Goods given to the Company, even if such inaccuracy or omission is not due to any negligence on the part of the Customer, or the sender, owner or consignee of the Goods; and
  - (f) the failure of the Customer to ensure that all Dangerous Goods, Perishable Goods and Valuable Goods are packed in a manner adequate to withstand the ordinary risks arising out of the provision of the Services
  - (g) the sale or disposal of Goods by the Company under clause 18 of these conditions.
  - (h) the destruction of or dealing with Goods by the Company under clause 20 of these conditions.
  - (i) the delivery of Goods to the Company's premises including, without limitation:
    - (i) any damage caused to the Company's real or personal property;
    - (ii) any damage to property in the Company's possession or situated on its premises, including but not limited to chattels, items, plant, equipment, goods, containers, unit load devices, pallets or packaging in which property is stored; or
    - (iii) any personal injury to or the death of any person;
  - (j) the delivery of Goods to the Customer's premises or any other address directed by the Customer
  - (k) any Action (whether in contract or under any written or unwritten law) or Loss arising out of or in connection with the provision of the Services;
  - (l) any Action (whether in contract or under any written or unwritten law) arising out of or in connection with the provision of the Services; or
  - (m) any quotation, representation or information, whether oral or in writing made or given by or on behalf of the Company.
35. To the maximum extent permitted by law:
- (a) all terms and warranties expressed or implied by any legislation, the common law, equity, trade, custom or usage or otherwise in relation to the Services or the Contract are expressly excluded;
  - (b) subject to clause 36 of these conditions the Customer bears the risk of, and the Company is not liable in respect of, any Loss of the Customer or any other Person arising out of or in connection with the provision of the Services (whether caused by negligence or wilful default) including, without limitation:
    - (i) the loading or unloading of the Goods on and from the relevant transportation vehicle;
    - (ii) the disassembly and reassembly of the Goods for the purposes of providing the Services;
    - (iii) the treatment of the Goods including, without limitation, the fumigation or decontamination of the goods as required by the Customer or by AQIS;
    - (iv) the examination of the Goods by any Government Authority;
    - (v) the storage of warehousing of the Goods, whether indoors or outdoors, including but not limited to Loss caused by inclement weather, fire, water, explosion or theft, whether due to the negligence of the Company or otherwise;
    - (vi) the handling, unpackaging or repackaging of the Goods;
    - (vii) the transportation and delivery of the Goods to the Customer, including but not limited to any Loss arising from any delay in the provision of the Services or delivery of the Goods to the Customer;
    - (viii) any Loss suffered by third parties, including the Customer's customers; or
    - (ix) demurrage charges arising from the late return of containers due partly or wholly to any delay in the provision of the Services or delivery of the Goods to the Customer.
36. To the extent that any legislation or law implies any term or warranty or prohibits provisions in the Contract excluding or modifying the application of, exercise of or liability under that term or warranty, the liability of the Company for breach of that term or warranty is limited, at the discretion of the Company, to:
- (a) in respect of the Goods:
    - (i) the replacement of the Goods or the supply of equivalent goods;
    - (ii) the repair of the Goods;
    - (iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
    - (iv) the payment of the cost of having the Goods repaired; or
  - (b) in respect of the Services:
    - (i) the supply of the Services again; or
    - (ii) the payment of the cost of having the Services supplied again.
37. To the extent that the Company is held to be liable to the Customer for a monetary amount in respect of any Action or Loss arising out of or in connection with the Contract or the provision of the Services, the Company's liability to the Customer shall in every case be limited to the sum of \$100.00 in respect of all the Goods entrusted to its care by the Customer.
38. The Company shall not be liable for Loss arising out of or in connection with the provision of the Services or any loss of or damage to the Goods unless:
- (a) such Loss or damage occurs whilst the Goods are in the actual custody and control of the Company;
  - (b) the Customer gives the Company notice of the existence of and nature of the Loss or damage within 7 days of the Customer becoming aware of the defect, loss or damage; and
  - (c) Action is filed and served on the Company within 6 months after completion of the Services or the delivery of the Goods, whichever date occurs first
- and the Customer's compliance with clauses 38(b) and (c) is a condition precedent to the Customer's entitlement to make

any claim for a Loss or bring any Action for any such Loss.

39. The Company shall not under any circumstances be liable for Loss arising out of or in connection with any quotation, representation or information, whether oral or in writing made or given by or on behalf of the Company. The Company does not accept responsibility in relation to any decision made or action taken or liability incurred on the basis of any such quotation, statement, representation or information.

#### **Default and Termination**

40. The Contract can be terminated by either Party upon providing notice of termination to the other Party if the other Party:
- fails to make any payment which pursuant to the Contract it is required to make and fails to remedy this default within 7 days of receiving a written request to do so;
  - commits or allows to be committed any breach or non-observance of any of the other obligations on its part to be performed and/or observed under these conditions, and fails to remedy or to take effective action to remedy that breach or non-observance, so far as reasonably practical, within 7 days after being requested in writing to do so; or
  - becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration or ceases or threatens to cease conducting its business in the normal manner.
41. Termination of the Contract does not affect or prejudice any rights of the Parties which have accrued prior to the termination. A Party's exercise of its rights under this clause does not affect or limit that Party's ability to exercise any other rights under the Contract, at law, under statute or in equity.
42. If the Customer defaults in any of its obligations under the Contract, including its obligation to pay for the Services, then all amounts unpaid as at the date of that default shall immediately become due and payable.
43. The Customer shall be entitled to terminate the Contract if the Company, having agreed to provide the Services, notifies the Customer that it is for any reason unable or unwilling to provide the Services, relying on an entitlement to do so under these conditions, and that shall not be a breach of contract or of any obligation of the Company under any written or unwritten law.

#### **Force Majeure**

44. Neither Party shall be liable for any delay or failure to perform its obligations under the Contract if such delay is due to Force Majeure. If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended. If a delay or failure of a Party to perform its obligations due to Force Majeure exceeds sixty (60) days, either Party may immediately terminate the Contract on providing notice in writing to the other Party.

#### **Lien**

45. The Company shall have a particular and general lien on the Goods, any documents relating to the Goods and on any other chattels, articles, things or documents of the Customer in the Company's possession for all sums payable by the Customer to the Company, including the Company's costs and expenses of exercising the lien including legal fees on an indemnity basis.
46. If any moneys due to the Company are not paid within one calendar month after notice has been given to the Person from whom the moneys are due that such Goods are detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the Customer, and the proceeds applied in or towards satisfaction of the Company's particular and general lien.

#### **General Provisions**

47. The Contract is governed by, and shall be construed and interpreted in accordance with the laws in force in the State of Western Australia and the Parties submit to the jurisdiction of the courts of the State of Western Australia and any Courts of appeal thereto.
48. The Company shall not be bound by any agreement purporting to vary these conditions unless the agreement is in writing and signed on behalf of the Company by one of its Directors.
49. If any provision of the Contract is determined to be void by any court then that determination shall not affect any other provision of the Contract which shall otherwise remain in full force and effect.
50. No waiver by either party of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.
51. Time is of the essence in the Contract in respect of any obligation of the Customer.
52. A notice or other communication connected with the Contract has no legal effect unless it is in writing and sent by post or facsimile to the postal address or facsimile number of the ordinary place of business of the receiving Party. A notice will be treated as given and received:
- if sent by post, on the fifth Business Day after posting;
  - if sent by facsimile, on the next Business Day (provided that at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that the relevant number of pages comprised in the notice have been sent); or
  - if otherwise delivered, upon delivery.
53. By instructing the Company to provide Services or continuing to use the Services the Customer accepts these conditions irrespective of whether the Customer returns a signed copy of these conditions to the Company.

**ACCEPTANCE OF QUOTATION  
STANDARD TRADING CONDITIONS - QUARANTINE  
&  
STANDARD TRADING CONDITIONS - CARRIAGE**

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I,..... (name)

In my capacity of..... (position)  
of..... (company name)

have read, understand and acknowledge that Stevenson Logistics Pty Ltd is not a Common Carrier and accept its Standard Trading Conditions – Carriage and Standard Trading Conditions - Quarantine as presented. Payment terms 14 days from date from invoice.

**Termination of Standard Quotation**

Should trading cease between Stevenson Logistics Pty Ltd

and.....  
(company name)

all outstanding monies are due and payable within seven (7) days.

Signed by: .....

For and behalf of .....(company name)

DATE: ..... / ..... / .....

**STEVENSON LOGISTICS PTY LTY ACCOUNTS USE ONLY**

Approved by: ..... Position:  
.....

DATE: ..... / ..... / .....