

-Terms and Conditions-

In these terms and conditions unless context otherwise requires:

“we”, “our”, “ours” or “us” means Doser Freight Forwarding Pty Ltd ACN 058 268 643 and includes any companies which are subsidiaries of ours within the meaning of that term in the Corporations Act and also includes our servant(s), agent(s), contractor(s) and representative(s);

“you”, “your” or “yours” means the person named in the “From” box and also the person named in the “Freight Payable by” box on the front of this form;

“Goods” means all goods supplied by you in the possession or control of us in connection with the Services and includes the container(s), pallet(s), or other packaging containing the Goods;

“Services” means all services, including but not limited to transport and storage services, collectively and individually, supplied by us or by our servant(s), agent(s), contractor(s) or representative(s) either to you, whether in your own right or on behalf of someone else, or to someone else at your request; and

“Fee” means the cost of the Goods or Services as agreed between you and us.

You acknowledge and agree by way of your proceeding to engage us to provide the Services, that these terms and conditions apply to the carriage, storage and/or handling of all Goods in connection with the Services.

1. Carriage, Storage and/or Handling of Goods

- (a) In our absolute discretion, we may arrange contractors to carry any of the Goods and these terms and conditions will apply to such contractors as if they were in our position.
- (b) We are not a common carrier under legislation or at general law and will accept no liability as such. In our absolute discretion we may refuse the carriage of any Goods.
- (c) We will give priority to any reasonable method of handling, storage or carriage nominated by you in writing but in our absolute discretion we may use alternative more convenient methods.
- (d) You authorise any departure from the usual route or manner of cartage of Goods which in our absolute discretion we may deem necessary.
- (e) The Goods are carried, stored and/or handled at your risk. To the maximum extent permissible at law, we will not have any liability in tort or contract or otherwise for any loss or damage whatsoever in connection with the Goods or Services including (but not limited to) for any loss or deterioration of Goods, any

misdelivery or delay in delivering Goods, any failure to deliver Goods for any reason whatsoever including any negligence or wilful act or default or breach of contract on the part of us or others, whether or not occurring in the course of the performance of the Services. You should therefore ensure that the Goods are fully insured.

- (f) **Any rights that you may have (despite the above clause) in relation to any loss or damage of or deterioration of the Goods will be forfeited if you do not report the loss or damage or deterioration to us in writing within 48 hours of delivery of the Goods to the delivery address.**
- (g) You authorise us to deliver the Goods to the address in the “To” box on the front of this form and you acknowledge that either a receipt or delivery docket signed by you or by someone acting or purporting to act on your behalf will be irrefutable evidence of delivery of the Goods.
- (h) You will become liable for our charges when the Goods are loaded and dispatched from your premises or other premises from where the Goods are collected by us.
- (i) You will be liable for all additional costs or expenses incurred by us because of any errors in or omissions from your instructions.
- (j) You are entirely responsible for ensuring that any container, pallet and packaging conforms with any of your requirements or any requirements under statute or common law and you agree to indemnify us for all expenses, costs, losses and liabilities arising from any such failure of conformity.
- (k) If any Goods are unclaimed, we may in our absolute discretion elect to deal with the Goods as if the provisions of either or both of the Unclaimed Goods Act 1987 (SA) or the Warehouse Liens and Storage Act 1990 (SA) (or any equivalent Acts in other States) apply. In that case we will comply with the provisions of the relevant Act. You must pay us all costs incurred by us in connection with any such unclaimed Goods.

2. Warranties

You warrant and undertake to us that:

- (a) **Ownership and Authority**
you are either the owner or the authorised agent of the owner of the Goods and that you accept these terms and conditions on behalf of any other person for whom you are acting;
- (b) **Compliance with laws**

none of the Goods constitute goods the transportation or storage of which is prohibited by any applicable laws or regulations;

(c) Packaging

- (i) the Goods are packed in a manner which complies with all applicable laws or regulations for the packaging, transportation and storage of Goods;
- (ii) the Goods are packaged in a manner which adequately protects the Goods from the risk of loss or damage that may be caused by the transportation or storage of the Goods in the ordinary course of the performance of the Services; and
- (iii) you have informed us of any Goods which require particular handling or care to an extent reasonably required to prevent the risk of loss or damage or the risk of injury or harm to any person, property, vehicle or premises;

(d) Dangerous and hazardous goods

- (i) except as expressly notified by you to us prior to the performance of the Services, the Goods do not comprise any product or material which is explosive, inflammable, radioactive, corrosive, poisonous, infectious or noxious in nature or otherwise inherently capable of causing harm, injury or damage to any person, property, vehicle or premises; and
- (ii) at the time the Goods are collected by or delivered to us the Goods comply with the requirements of any applicable laws or regulations relating to the consignment, handling, transportation and packaging of the Goods.

3. Payment

- (a) Fees charged will be those applicable at the date we provide the Services and are subject to change without notice. Payment of the Fee must be made within 14 days after invoice unless otherwise specified.
- (b) However, if you commit any act of bankruptcy; a meeting of your creditors is called; a mortgagee or mortgagee’s agent takes possession of any of your assets; a receiver of any of your assets is appointed; a petition to liquidate you is issued; or you otherwise come under any other form of external administration provided for in the Corporations Act, then:

- (i) you must notify us immediately; and
 - (ii) all Fees outstanding by you to us become immediately due and payable.
- (c) Unless otherwise specified, prices shown are net, exclusive of Goods and Services Tax ("GST"), duties, levies or other taxes or charges. GST, where applicable, will be charged at the appropriate rate ruling at the date of invoice.

4. Late Payment

If you fail to pay the Fee by the due date we may, without prejudice to any other right or remedy available to us:

- (a) charge you interest on any sum due at the rate of 10% per annum compounded daily;
- (b) charge you for all expenses and costs incurred by us resulting from your failure to pay the Fee;
- (c) take any reasonable action we deem appropriate to recover any amount due;
- (d) cease or suspend for any such period as we thinks fit, supply of any further Services to you;
- (e) by notice to you, terminate any contract with you so far as unperformed by us.

5. Previous dealings and other documentation

No previous dealings will cause or effect a variation to these terms and conditions or be deemed to do so, nor will any term or condition set out in your order forms or other documentation. If there is any inconsistency between the terms set out in such order forms or other documentation and these terms and conditions, these terms and conditions will apply unless and then only to the extent that it has been otherwise agreed by us in writing.

6. Costs

You must pay us all costs (including legal costs on an indemnity basis and all other debt collection costs including any debt collector's commission) properly incurred by us to recover of any amounts due by you under these terms and conditions or any default by you under these terms and conditions.

7. Assignment

We may assign any of our rights arising under or in connection with this document without your consent, but you may only assign any of your rights arising under or in connection with this document with our prior written consent. If there is an assignment by either us or you, these terms and conditions will continue to apply as between us and you and they will also apply to the assignee.

8. Secured Payment – Personal Property

- (b) In order to secure the payment of the Fee or any monies which are owing or are claimed to be owing by you to us under these terms and conditions, you charge in favour of us all personal property owned by you now or in the in future.
- (c) You consent to us registering a financing statement on the Personal Property Securities Register in relation to any Security Interest in our favour arising under or in connection with any agreement.

(d) You:

- (i) must provide us with reasonable assistance to register and perfect any security interest arising under or in connection these terms and conditions;
- (ii) undertake not to:
 - (A) amend or seek to amend (including by way of removal); or
 - (B) interfere, including exercise any right to object to, the registration or validity of any such security interest;

- (iii) must notify us in writing of any change to your name and contact details in the agreement within 5 days from the date of such change;

- (iv) waive any right under section 157 of the Personal Property Securities Act 2009 (Cth) ("PPS Act") to receive notice of any verification statement relating to the registration of any financing statement or any related financing change statement; and

- (v) agrees that we are required to give a notice under the PPS Act only if the notice is obligatory and the giving of the notice cannot be excluded under the PPS Act.

- (e) You acknowledge and agree that we are only required to make a single registration against you with respect to each supply advanced on the same terms as these terms and conditions.

9. Secured Payment – Real Property

In order to secure the payment of the Fee or any monies which are owing or are claimed to be owing by you to us under these terms and conditions, you charge in favour of us all real property owned by you now or in the in future You acknowledge that we may at our discretion register a caveat in respect of any such land to protect our interest in the land.

10. Lien

Without limiting the above clauses 7 or 8, or our other legal rights, including under the Warehouse Liens and Storage Act 1990 (SA) (or any equivalent Acts in other States), the PPSA Act and any other applicable Law, if we have not received the whole of the Fees for the Services, or the payment of Fees has been dishonoured, we will have a lien over the Goods and may do any of the following:

- (a) retain the Goods while we are in possession of them; or
- (b) stop the Goods in transit, whether or not delivery has been made or ownership has passed.

11. Exclusion of liability

Without limiting clause 1(e) we will not be liable to you for any economic or consequential loss or damage or for any loss of profits, production or business or for any other loss or expense whatsoever suffered by you in connection with the Services or because of our act or omission (including a negligent act or omission). All warranties, guarantees and other terms prescribed by legislation or created by common law or equity that are deemed to form part of the terms of the provision of the Services are hereby excluded to the extent that they are capable of being excluded at law.

12. Joint and several liability

If there is more than one of you, you are jointly and severally bound by these terms and conditions. Likewise, if the Services are provided by us to another person on your behalf, you and that other person will be jointly and severally bound by these terms and conditions.

13. Indemnity

You indemnify us, our officers, employees and agents and agree to keep us, our officers, employees and agents indemnified in respect of any non-compliance by you of your obligations under these terms and conditions, or any third party claims arising from the use of the Services.

14. Force Majeure

- (a) In these terms and conditions, "Force Majeure Event" means an event beyond a party's reasonable control which, by exercise of reasonable diligence and precautions, could not have been prevented or reasonably foreseen by that party, including any:

- (i) act of God, unusually severe weather (including a cyclone/hurricane), earthquake, fire, subsidence, land slide, flood, mud slide, wash-out, explosion, radioactive contamination or natural disaster;
- (ii) epidemic or pandemic as characterised by the Australian

Government Department of Health or any other public health and safety emergency as characterised by any Governmental Authority;

- (iii) terrorism, insurrection, revolution or civil disorder, act of public enemies, malicious damage, sabotage, vandalism, war (whether declared or undeclared) or a military operation, blockade or riot;
 - (iv) any failure, delay or suspension by any third-party supplier of the supply in whole or in part of fuel, electricity, equipment, machinery or materials to the affected party provided that the affected party has acted in a timely manner in endeavouring to secure the same (which does not require the affected party, to secure the same if the alternative supply is only available to the affected party at a materially increased or additional cost to it);
 - (v) adverse application of any law or enforcement actions of any court or governmental authority;
 - (vi) industrial dispute of any kind, strike, lock-out, ban, limitation or other industrial disturbances; or
 - (vii) any production shutdown or interruption which is validly required or directed by any governmental authority.
- (b) We will not be liable for any loss, damage, delay or failure to perform any of our obligations under these terms and conditions to the extent that such loss, damage, delay or failure is caused by a Force Majeure Event.

15. Applicable law and exclusive jurisdiction

Unless otherwise agreed by us in writing, the laws of South Australia govern these terms and conditions and you submit to the Courts of South Australia in relation to all matters whatsoever concerning these terms and conditions.

16. Variation and modification

We may modify the terms and conditions at any time to reflect or accommodate any change in the laws and regulations or interpretation of the laws and regulations, in which case such updated terms and conditions will apply to any Services delivered after such change.

17. Entire agreement

These terms and conditions constitute the entire agreement between you and us and supersedes all previous and contemporaneous discussions, undertakings and agreements in relation to the subject matter the terms and conditions.

18. Survival

The warranties expressly stated in these terms and conditions survive the termination of these terms and conditions or performance of obligations. Each indemnity expressly stated in these terms and conditions survives the performance of obligations. To the extent that a party has not satisfied an obligation under these terms and conditions or that obligation is a continuing obligation, that obligation survives the termination of these terms and conditions.

19. Further assurances

Each party at its own expense must do everything necessary to give full effect to these terms and conditions.

20. Relationship

The parties acknowledge and agree that the relationship between them is that of principal and contractor. Nothing in these terms and conditions constitutes, or will be deemed to constitute, a relationship of agency or partnership between us and you.

21. Severance

Every provision of these terms and conditions is independent of each other provision. Any provision (or any part of it) of these terms and conditions which is prohibited or unenforceable in any jurisdiction will be ineffective only to the extent of such prohibition or unenforceability, and the remainder of these terms and conditions will remain in force.

22. Use of personal information

- (a) We collect the personal information contained in this document and any other personal information related or incidental to that for the purposes of: administering your account; providing Services; collecting payment for Services; and assessing and monitoring your credit worthiness including that of your directors or partners.
- (b) We may collect additional personal information about you (or your directors or partners) from, and disclose such personal information to, other credit providers or credit reporting agencies for the purposes set out above.
- (c) You acknowledge your consent to our use of your personal information for such purposes and any other related purposes which may be reasonably expected.
- (d) The Privacy Act 1988 gives individuals a right to access personal information held about them (subject to certain exceptions). Any requests for access to information or queries regarding our privacy policy should be directed to our Privacy Officer on (08) 8162 8100.