



STANDARD TERMS AND CONDITIONS OF CONTRACT

July 2009

1.

In **these terms and conditions** *Company* means Destination Logistics Pty Limited; *Consignment* means goods accepted from the Consignor together with any containers, packaging or pallets supplied by or on behalf of the Consignor and used in the carriage, transportation and/or storage of those goods; *Consignor* means the person with whom the company contracts to provide Services; *Services* means the operations and services undertaken by the Company in connection with the Consignment including the collection, carriage, transportation, delivery and/or storage of the Consignment; and *Subcontractor* includes any person who pursuant to a contract or arrangement with any other person (whether or not the Company) performs or agrees to perform all or part of the Services.

2.

The Company is not a common carrier and accepts no liability as such. All Services are provided by the Company subject to **these terms and conditions** and the Company reserves the right to refuse to provide Services to any person or in respect of any class of goods at its sole discretion.

3.

It is agreed that any person who delivers goods to a the Company for or on behalf of the Consignor is authorized to do so subject to **these terms and conditions**.

4.

The Consignor warrants that in agreeing to **these terms and conditions** it is, or has the authority of, the person or persons owning or having any interest in the Consignment or any part of the Consignment.

5.

The Company and Subcontractor may subcontract all or part of the Services.

6.

- a) The Consignor must not consign any volatile or explosive goods, or goods which are or may become dangerous, inflammable or offensive (including radioactive material) or which are or may become liable to damage any property without providing to the Company a full description of the goods and disclosing the nature of such goods.
- b) The Consignor warrants that it has complied with all laws and regulations relating to the nature, packaging, labeling, storage or carriage of the Consignment and that the Consignment is packed in a manner adequate to withstand the ordinary risks of storage and / or carriage having regard to its nature.
- c) If in the opinion of the Company the Consignment becomes or is liable to become of a dangerous, inflammable, explosive, volatile, offence or damaging nature the Consignment may at any time be retained, destroyed, disposed of, abandoned or rendered harmless by the Company without compensation to the Consignor and at the cost of the Consignor and without prejudice to the Company's right to any charges for the services.
- d) The Consignor is responsible for the conformity of any containers, packaging or pallets with any requirements of the **consignee of the Consignment** and for any expense incurred by the Company arising from any failure to so conform.

7.

If the Consignor expressly or impliedly instructs the Company to use a particular method of handling or storing the Consignment or a particular method of carriage of the Consignment, the Company will give priority to that method but in any event the method of handling, storing and / or carriage adopted by the Company remains at the sole discretion of the Company and the Consignor authorizes the Company to adopt any method or methods other than the method instructed or agreed.

STANDARD TERMS AND CONDITIONS OF CONTRACT

8. The Consignor authorizes any deviation from the usual route of carriage or place of storage of the Consignment which is in the absolute discretion of the Company deemed desirable or necessary in the circumstances.
- 9.
- a) The Company is authorized to deliver the Consignment to the **address** nominated by the Consignor and the Company is deemed to have delivered the Consignment in accordance with **these terms and conditions** if at the **address** it obtains a receipt or signed delivery docket for the consignment.
 - b) If the Consignor does not collect the Consignment at the **nominated place** of delivery or if the nominated place is unattended or delivery cannot otherwise be affected, the Company may at its option deposit the Consignment at the **nominated place** (which is deemed to be delivery in accordance with **these terms and conditions**) or store the Consignment. If the Consignment is stored by the Company:
 - (i) the Consignor must pay or indemnify the Company for all related costs and expenses related to storage, and
 - (ii) **the Company may at its option redeliver to the Consignor from the place of storage at the Consignor's expense.**
 - c) **Where the Consignment is accepted for carriage by rail to an address in a town or to a place where the Company has no receiving depot, the Consignment shall be deemed delivered according to these terms and conditions if it is delivered to the nearest railhead.**

10. The Consignor is responsible for all the proper charges of the Company incurred for any reason. A charge may be made to the Consignor in respect of any delay exceeding thirty minutes in loading or unloading of the Consignment incurred other than from the default of the Company. Delay commences from the time the Company reports for loading or unloading. Labour to load or unload the Consignment is the cost and responsibility of the Consignor.

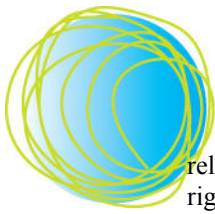
11. In **these terms and conditions** the words GST and Tax Invoice have the meaning in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999. The parties acknowledge that:
- a) subject to Clause 11(b), all amounts payable in respect of any Services supplied under **these terms and conditions** are expressed on a GST exclusive basis. If GST is payable in relation to any supply, the amount payable for that supply will be the amount specified in **these terms and conditions** plus GST; and
 - b) if the Consignor pays for Services in full at the time the Company accepts the goods (Cash Consignment), the **applicable** Cash Consignment note is a Tax Invoice and the amounts payable for any Services supplied are GST inclusive.

12. The Company's charges are payable as soon as the Consignment is loaded and dispatched from the Consignor or accepted by the Company and are non-refundable in any event.

13. If the Company accepts a booking for movement of freight goods and the client / consignor requests a variation in the booking. The Company reserves the right to charge an administration fee of \$50 + GST per variation.

STANDARD TERMS AND CONDITIONS OF CONTRACT

14. The Company has a lien over the Consignment and any documents relating to the Consignment and over any other Consignment of the Consignor in the possession of the Company or any documents



Destination Logistics

relating thereto for all sums payable by the Consignor to the Company and for that purpose has the right to sell any such Consignment without notice to the Consignor.

15.

Goods are accepted by the Company subject to the condition that the Company accepts no responsibility for the collection of cash on delivery or any other payments on behalf of the Consignor or any other person. When goods are tendered by any person with instructions for the Company to collect any such payments, the Company will not be bound by such instructions notwithstanding that the Company may accept those goods as tendered and perform other Services in relation to those goods.

16.

No employee or agent of the Company nor any other person has any power to waive or vary any of **these terms and conditions** unless such waiver or variation is in writing and signed by an executive officer of the Company.

17.

If the Company is liable for damage to or loss of all or part of a Consignment, no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the Company in the State in which delivery was or ought to have been effected within seven days after delivery was effected or would in the ordinary course of business have been effected.

18.

Subject to Clause 18, the Consignment is at the risk of the Consignor and not the Company and Company is not responsible for the consequences of any delay in collection of the Consignment or loss of or damage to or deterioration of the Consignment or its delivery or failure to deliver or delay in delivery of the Consignment for any reason.

19.

To the extent permitted by law:

- a) all conditions and warranties expressed or implied by law, custom or usage are expressly excluded to the maximum extent permitted by law and the liability of the Company for a breach of an implied warranty that cannot be excluded is limited, at the Company's option, to supplying the Services again or the cost of the supply of the Services; and
- b) the consignor agrees to release, hold harmless and indemnify the Company from and against any liability whatsoever and howsoever arising (including without limitation, from negligence or willful misconduct on the part of the Company, its employees or representatives) in connection with the supply of the Services by the Company; and
- c) the Company is not liable for any indirect or consequential loss or loss of profit including, without limitation, any loss by reason of delay, negligence or any act or matter or thing done, permitted or omitted by the Company; and
- d) if the Company has agreed to insure the Consignment then the liability of the Company is limited to the amount, if any, it is liable to pay under such insurance for physical loss of or damage to the Consignment up the limit of such insurance.

20.

Warsaw Convention

If the transportation of a shipment involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may apply. The Convention governs and in most cases further limits, our liability for loss or damages to such shipment.