

Please read all the following conditions carefully. You will be bound by these conditions if we provide services at your request or on your behalf. Please note that:

- Our services are priced based on the exclusions and limitations set out in these conditions;
- To the extent permitted by law, we will not be liable for any loss of or damage to goods, unless the loss or damage was caused by our proven negligence or wilful misconduct;
- The conditions provide for various exclusions of liability and limits on our liability for loss of or damage to goods. These exclusions and limits are set out in clause 6;
- The effect of these provisions is that, even if we have been negligent, our liability is limited to \$5,000 per incident and therefore you may not be able to recover the full value of any lost or damaged goods. If you want to negotiate for us to have a higher limit of liability with respect to your goods, you should contact us; and
- Because of these considerations, we recommend that any goods are covered by an appropriate insurance policy taken out by you, or by the owner of the goods.

## TRADING CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

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#### 1.1 In these conditions:

**Australian Port** means an Australian seaport operation where shipping containers are delivered for shipping to other ports and discharged from ships for pickup by domestic freight carriers.

**Authority** includes any legal or administrative authority exercising any jurisdiction within an Australian state or territory.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

**Chain of Responsibility Law** means the *Heavy Vehicle National Law* as enacted in any Australian state, the *Road Traffic (Administration) Act 2008 (WA)* and the *Road Traffic (Vehicles) Act 2012 (WA)* and any other Commonwealth, state or territory Law dealing with the obligations of parties involved in the transport of goods by road.

**Consequential Loss** means any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; wasted expenditure; loss of bargain, contract, expectation or opportunity; liquidated damages; punitive or exemplary damages; in each case arising from or in connection with the performance of Services and whether or not foreseeable at the time of entering into any agreement incorporating these conditions.

**Consignee** means the person to whom Goods are, or are to be, delivered, or to whom the Goods are addressed.

**Consignor** means the person engaging the Service Provider.

**Container** includes any container, trailer, wagon, transportable tank, pallet, flat rack or any other unit or device used to consolidate Goods.

**Crane** includes any machine used for lifting Goods, including a sideloader.

**Damage** means physical damage and includes deterioration, evaporation and contamination.

**Dangerous Goods** means Goods that are or may become noxious, dangerous, flammable or damaging or that may harbour or encourage vermin or other pests, or that are or may become liable to harm any property whatsoever.

**Force Majeure Event** means any event beyond the reasonable control of the Service Provider and includes acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage, explosions, nuclear accidents, strikes, epidemics, pandemics, cyber warfare, cyber attacks, ransomware attacks, cyber sabotage, labour disputes and other industrial disturbances, any border or road closure or congestion of roads, any quarantine or customs restriction, any interruption of power supply or scarcity of fuel or any accident, collision or breakdown of a vehicle, Crane, machinery or equipment.

**Goods** means the property accepted by the Service Provider from, or at the request of, the Consignor for the provision of Services and includes any Container or packaging supplied by or on behalf of the Consignor.

**Law** means all applicable statutes and associated regulations, proclamations, rules, bylaws, requirements and approvals.

**Personnel** in relation to a party, means the party's officers, officeholders, employees, agents and Subcontractors.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Service Provider** means TNS Logistics Pty Ltd (ACN 141 079 870).

**Services** means any operations or services undertaken by or on behalf of the Service Provider (whether gratuitously or not), in any way connected with Goods including loading, unloading, packing, unpacking, **Container fumigation services**, handling, assembly, weighing, transporting and Storage of Goods, completing documents and the provision of any advice.

**Store** and **Storage** means receiving Goods into a storage location operated by or on behalf of the Service Provider including confirmation of quantities and batch numbers, unpacking Containers, palletising and wrapping Goods, storing Goods and handling inbound and outbound Goods at the storage location.

**Subcontractor** includes any person who pursuant to a contract or arrangement with any other person (whether or not the Service Provider) performs or agrees to perform the Services or any part of them.

**Tax Invoice** has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

1.2 In these conditions:

- (a) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (b) headings are included for convenience only and do not affect the interpretation of these conditions;
- (c) words importing the singular include the plural and vice versa and words importing a gender include other genders;
- (d) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) wherever 'include' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)'; and
- (f) all indemnities survive the **termination** or expiration of any agreement incorporating these conditions.

## 2. NEGATION OF LIABILITY AS A COMMON CARRIER

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The Service Provider is not a common carrier and will accept no liability as such. All Goods are carried and all Services are performed by the Service Provider subject only to these conditions and the Service Provider reserves the right to refuse, in its discretion, to provide Services in respect of any goods.

### 3. SERVICE PROVIDER'S OBLIGATIONS

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3.1 The Service Provider will:

- (a) take reasonable care to protect and safeguard the Goods and to follow any special handling requirements notified to the Service Provider by the Consignor;
- (b) provide the Services exercising the degree of skill, care and efficiency that would be expected from a competent provider of Services;
- (c) at its own expense, hold all licences as may be required by Law in connection with the Services;
- (d) to the extent the Services comprise Storage, account for all Goods received and use modes of Storage appropriate to the nature of those Goods, **which may include Storage of Containers outside and not under cover;**
- (e) use reasonable endeavours to deliver the Goods to the address nominated by the Consignor and to effect delivery at the date and time requested by the Consignor (subject to compliance with all Law, including Chain of Responsibility Law); and
- (f) use reasonable endeavours to comply with the Consignor's reasonable and lawful directions.

**3.2 The Service Provider does not operate a pallet account and is not responsible for exchanging pallets.**

3.3 To the extent permitted by Law, all conditions, guarantees, terms and warranties which would otherwise be imposed or implied into these conditions are excluded. Without limitation, this exclusion applies to any conditions, guarantees, terms or warranties of merchantability or of satisfactory quality applying to the Services.

### 4. OBLIGATIONS AND WARRANTIES

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4.1 The Consignor must:

- (a) where the Goods require temperature control, provide written notice to the Service Provider of the nature of the Goods and the appropriate temperature set point;
- (b) where the Goods are Dangerous Goods, provide written notice to the Service Provider and otherwise comply with clause 17;
- (c) **advise the Service Provider of any Goods that must be held for biosecurity or underbond purposes;**
- (d) ensure that the loading of the Goods onto the Service Provider's vehicle will not cause the vehicle to exceed any dimension or mass limits under Chain of Responsibility Law;
- (e) where the Goods require special treatment or handling, provide written notice to the Service Provider of the special treatment required;
- (f) if it makes a claim that Goods have been Damaged or destroyed while in the custody of the Service Provider, on request, permit the Service Provider to inspect those Goods;
- (g) where required by Law, provide an accurate container weight declaration that complies with any Order made under the *Navigation Act 2012* (Cth); and
- (h) provide all documents, information and assistance necessary to allow the Service Provider to comply with the requirements of any Authority.

4.2 The Consignor warrants that:

- (a) the Goods are in a fit state to allow the Services to be performed and are packed in a manner adequate to withstand the ordinary risks associated with the Services;
- (b) the Goods within any Container are adequately restrained in accordance with the Load Restraint Guide published by the National Transport Commission;
- (c) if Goods within a Container are not evenly distributed, the Consignor will provide a load plan of the contents of the Container before requesting the Service Provider to provide Services;
- (d) where Goods are to be transported or stored in a temperature-controlled Container:
  - (i) the Container has been properly pre-cooled or pre-heated, to the temperature required; and
  - (ii) the Goods have been properly stuffed/packed in the Container;
- (e) it is authorised by all persons owning or having any interest in the Goods (including the Consignee) to accept these conditions on their behalf;
- (f) all details supplied with respect to the Goods, including the details of description, items, pallet space, quantity, weight, volume, quality, value and measurements, are correct;
- (g) there is a suitable and safe road and approach for the Service Provider's vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;
- (h) safe and adequate commercial loading/unloading facilities and equipment will be available at any place from which any Goods are to be collected and to which any Goods are to be delivered;
- (i) unless specifically declared in writing prior to tendering the Goods, the Goods are not Dangerous Goods; and
- (j) Services are supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Consignor and Consignee.

4.3 The Service Provider relies on the details of description, items, pallet space, quantity, weight, quality, value and measurements supplied by the Consignor but does not admit their accuracy.

## 5. SUBCONTRACTING

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5.1 The Service Provider, at its discretion, may subcontract on any terms the whole or any part of the Services.

5.2 If the Service Provider subcontracts any Services, the Service Provider:

- (a) will not be relieved of any of its liabilities or obligations under any agreement incorporating these conditions; and
- (b) will be liable to the Consignor for any act or omission of the Subcontractor as if such act or omission were the act or omission of the Service Provider.

5.3 Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, limitation, defence and immunity applicable to the Service Provider or to which the Service Provider is entitled under these conditions will also be available to and will extend to protect:

- (a) all Subcontractors;
- (b) every employee or agent of the Service Provider or of a Subcontractor;

- (c) every other person (other than the Service Provider) by whom the Services or any part of them is undertaken; and
- (d) all persons who are liable for the acts or omissions of any person falling within clauses 5.3(a), 5.3(b) or 5.3(c).

5.4 For the purposes of clause 5.2 the Service Provider is or will be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them will to this extent be, or be deemed to be, parties to any agreement incorporating these conditions.

## **6. LIABILITY OF SERVICE PROVIDER**

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6.1 To the extent permitted by Law, the Service Provider will not, under any circumstances, be liable (whether in contract, tort, bailment or otherwise) for any:

- (a) loss of the Goods;
- (b) Damage to the Goods; or
- (c) mis-delivery, delay in delivery or non-delivery of the Goods,

whether in the course of Services or otherwise, unless the loss, Damage, mis-delivery, delay in delivery or non-delivery was caused by the proven negligence or wilful misconduct of the Service Provider.

6.2 Any liability of the Service Provider under clause 6.1 will be reduced proportionately to represent the extent to which the Consignor (or any other person)'s negligent or wrongful act or omission caused the loss, Damage, mis-delivery, delay in delivery or non-delivery of the Goods.

6.3 Notwithstanding any other provision of these conditions, to the extent permitted by Law, the Service Provider will not be liable for any:

- (a) loss of or Damage to Goods caused by:
  - (i) a Force Majeure Event;
  - (ii) the Service Provider following the Consignor's instructions;
  - (iii) the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;
  - (iv) vibration, road conditions, weather or weather events of any kind whatsoever;
  - (v) the Goods being inherently defective or in such a condition that the Services cannot be performed without Damage;
  - (vi) inherent vice or the nature of the Goods;
  - (vii) a decline in value, or loss of value as a result of the Goods becoming past their 'use by' or expiry date; or
  - (viii) insufficiency or unsuitability of packing or preparation of the Goods to withstand the ordinary risks associated with the Services; or
- (b) loss of or Damage to Goods comprising electrical or mechanical derangement, shrinkage or ordinary wear and tear.

- 6.4 Notwithstanding any other provision of these conditions, to the extent permitted by Law, the Service Provider will not be liable for Consequential Loss.
- 6.5 Notwithstanding any other provision of these conditions, to the extent permitted by Law, the maximum aggregate financial liability of the Carrier in relation to or in any way connected with any loss of Goods or Damage to Goods, or misdelivery, delay in delivery or non-delivery of Goods is limited to \$5,000 for each incident. For the purposes of this subclause, 'incident' means any event which results in loss of, or Damage to Goods or misdelivery, delay in delivery or non-delivery of Goods, and all claims that result from the one original cause will be considered, for the purpose of this subclause, to have arisen from the same incident.
- 6.6 The limitation of liability set out in clause 6.5 does not apply to the extent that any loss of or Damage to Goods is caused by the Carrier engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct.

## 7. SHIPPING CONTAINERS

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- 7.1 Except during Peak Season, if import Goods are being transported from an Australian Port, the Consignor must give the Service Provider **two Business Days' notice in writing** that any shipping containers are empty and ready to be collected and returned.
- 7.2 Except during Peak Season, if export Goods are being transported by the Service Provider to an Australian Port, the Consignor:
- (a) must ensure that any shipping containers to be used are within the contractual free time period;
  - (b) must provide the Service Provider with a minimum of **two Business Days' notice in writing** of the required export pickup and delivery times;
  - (c) authorises the Service Provider to collect any empty export shipping containers for packing; and
  - (d) must ensure any export shipping containers are delivered, packed and made available to the Service Provider a minimum of **two Business Days prior to the notified shipping line cut-off date.**
- 7.3 **During Peak Season, the time periods referred to clauses 7.1 and 7.2 are increased to three Business Days.**
- 7.4 **For the purposes of this clause, 'Peak Season' means the period commencing on 1 September and ending on 31 January of the next calendar year.**

## 8. ROUTE AND DEVIATION

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- 8.1 The Consignor authorises any deviation from the usual route for transportation or manner of provision of Services that may, in the discretion of the Service Provider, acting reasonably, be considered desirable or necessary in the circumstances.
- 8.2 If the Consignor expressly or impliedly instructs the Service Provider to use, or it is expressly or impliedly agreed that the Service Provider will use a particular method of providing or performing the Services, the Service Provider will give priority to that method but if it cannot conveniently be adopted by the Service Provider, the Consignor authorises the Service Provider, acting reasonably, to provide the Services using another method.

## 9. INSPECTION

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- 9.1 The Service Provider may (but is not obliged to) inspect the Goods (including opening any shipping container that is not sealed) to determine the nature or condition of the Goods or for any other purpose

which the Service Provider considers reasonably necessary. If a shipping container is sealed, the Service Provider will only break the seal if required to do so by Law, or where the Consignor has given its consent.

9.2 If, under Law, a Container must be opened, the Service Provider will not be liable for any loss, Damage or delay incurred as a result of any opening, unpacking, inspection or repacking (unless such loss, Damage or delay was caused by the proven negligence or wilful misconduct of the Service Provider) and the Consignor agrees to pay the Service Provider's charge for the cost of any such opening, unpacking, inspection or repacking.

## 10. DELIVERY

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- 10.1 The Service Provider is authorised to deliver the Goods at the address nominated to the Service Provider for that purpose. The Service Provider will be deemed to have delivered the Goods if, at that address, it obtains from any person a receipt or signed delivery docket for the Goods.
- 10.2 If, without advance notice to the Service Provider, the nominated place of delivery is unattended or if delivery cannot otherwise be effected by the Service Provider or the Consignee otherwise fails to take delivery of the Goods, the Service Provider must contact the Consignor to obtain alternative instructions for delivery. The Service Provider may make an additional charge for following the alternative instructions.
- 10.3 If the Service Provider is unable to obtain alternative instructions, the Service Provider may, at its option:
- (a) deposit the Goods at the nominated place of delivery (which will be conclusively presumed to be due delivery under these conditions); or
  - (b) store the Goods.
- 10.4 If the Goods are Stored by the Service Provider pursuant to clause 10.3:
- (a) the Consignor will pay or indemnify the Service Provider for all costs and expenses incurred with respect to such Storage; and
  - (b) the Service Provider may, at any time, redeliver the Goods to the Consignor at the Consignor's expense.

## 11. CRANE SERVICES

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- 11.1 Where the Service Provider provides Crane services, the Consignor warrants that:
- (a) the road surfaces, access and egress to the site and the site itself are stable, adequate to support the Crane, clear of obstacles and of a gradient to allow the Crane to be operated safely; and
  - (b) sufficient clearance will be afforded in respect of all overhead wires.

## 12. STORAGE

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- 12.1 Where Goods are stored by the Service Provider at the request of the Consignor, the Consignor will provide:
- (a) an address to which notices will be sent; and
  - (b) an inventory of the Goods to be stored.
- 12.2 The Service Provider may remove the Goods from a place of Storage to another place of Storage in the same city, at its discretion, and will provide notice to the Consignor of any such removal.

- 12.3 Storage charges do not include removing, packing, unpacking, inspecting, stocktaking, stowing or delivering.
- 12.4 The Consignor must give 48 hours' notice to the Service Provider of its intention to remove Goods from Storage.
- 12.5 The Service Provider will not be obliged to allow an inspection of the Goods or to deliver up any Goods in Storage:
- (a) to any person other than the Consignor or a person authorised in writing by the Consignor; or
  - (b) in circumstances where any amount is due by the Consignor to the Service Provider on any account whatsoever.
- 12.6 The Consignor will remove its Goods from Storage within seven days of receipt of written notice from the Service Provider.

### **13. LIEN**

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- 13.1 The Goods are accepted subject to a general lien for all charges due or that may become due to the Service Provider by the Consignor on any account whatsoever, whether in respect of the Goods or in respect of any other goods in respect of which the Service Provider provides or has provided Services.
- 13.2 Without prejudice to any other rights the Service Provider may have under Law, if charges are not paid when due, or the Goods are not collected when required or designated, the Service Provider may:
- (a) remove all or any of the Goods and store them as the Service Provider, acting reasonably, thinks fit, at the Consignor's risk and expense; or
  - (b) without notice and immediately in the case of perishable Goods, or otherwise on the provision of 30 days' notice, open and sell all or any of the Goods as the Service Provider thinks fit (whether by private treaty or public auction, including auction on an internet based platform) and apply the proceeds to discharge the lien and costs of sale and pay any balance to the Consignor.
- 13.3 The parties agree that the lien arising under these conditions:
- (a) attaches to the Goods when the Goods are accepted by the Service Provider; and
  - (b) is a security interest.
- 13.4 On request by the Service Provider, the Consignor must promptly do anything for the purposes of ensuring that any security interest created under, or provided for by, these conditions is enforceable, perfected (including perfection by registration), maintained and is otherwise effective.
- 13.5 The parties agree that, to the extent permitted by the PPSA:
- (a) sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply (unless the Consignor is otherwise notified in writing by the Service Provider); and
  - (b) any right to receive a notice, statement or verification statement under sections 129, 130, 132, 134, 135 or 157 of the PPSA is waived.
- 13.6 Terms used in this clause have the same meaning as under the PPSA.



## 14. SERVICE PROVIDER'S CHARGES

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- 14.1 The Consignor agrees to pay all sums due to the Service Provider without any deduction, counterclaim or set-off.
- 14.2 The Service Provider's charges are due within the credit terms agreed in writing between the Consignor and the Service Provider. **If the Service Provider has not agreed to any credit terms, the charges are payable in advance.**
- 14.3 **If the Consignor defaults in making any payment in accordance with these conditions, and the amount remains outstanding for a period of more than seven (7) days, then:**
- (a) all amounts owed to the Service Provider will become, at the option of the Service Provider, immediately due and payable; and**
  - (b) the Service Provider may suspend the performance of its obligations until the amount outstanding is paid in full.**
- 14.4 In addition to any other charges contemplated under these conditions, the Consignor is liable to pay:
- (a) where any Goods are under customs control, all customs duty, excise duty and costs (including any fine or penalty) that the Service Provider becomes liable to pay or pays;
  - (b) any expenses and charges to comply with any Law or with the requirement of any market, harbour, dock, railway, shipping, customs, excise or warehouse Authority;
  - (c) all Storage, handling, stocktaking and reporting charges and any charges associated with loading or unloading Goods;
  - (d) any fuel levy imposed, which may be adjusted by the Service Provider on reasonable grounds to reflect fuel price movements;**
  - (e) any additional costs arising from heavy or over-dimensional transport including costs associated with permits, escorts, pilots, equipment, bridge/road works and detours; and
  - (f) all charges imposed by Law including customs charges and excises and associated fines and penalties.
- 14.5 The Service Provider may charge the Consignor, in accordance with its rate card, in respect of any delay in loading or unloading occurring other than from the default of the Service Provider. Such permissible delay period will commence upon the Service Provider reporting for loading or unloading.
- 14.6 If the Consignor instructs the Service Provider that the Service Provider's charges will be paid by the Consignee or any other third party and the Consignee or third party does not pay the Service Provider's charges within seven days of the date of delivery or attempted delivery of the Goods, the Consignor must pay such charges.
- 14.7 Where the Service Provider stores Goods for the Consignor, the Consignor must:
- (a) pay the Service Provider's expenses and charges to comply with any Law including any customs, excise, biosecurity or warehouse charges;
  - (b) supply or pay for labour or machinery, or both, to load or unload the Goods; and
  - (c) if the Goods are at any time re-quantified, re-weighed or re-measured, pay any proportional additional charges.

## 15. GST

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Unless GST is expressly included, the consideration to be paid or provided under these conditions for any supply does not include GST. To the extent that any supply is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply will be increased by the amount of GST payable in respect of that taxable supply.

## 16. REVIEW OF CHARGES

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The Service Provider may vary its charges by giving the Consignor 30 days' notice in writing, provided that any fuel levy may be varied weekly and any change to a fuel levy may be posted on the Service Provider's website (no further notice being required).

## 17. DANGEROUS GOODS

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17.1 If the Service Provider agrees to provide Services with respect to Dangerous Goods:

- (a) such Goods must be accompanied by a written declaration disclosing the nature of such Goods; and
- (b) the Consignor must comply with all Law with respect to Dangerous Goods, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*.

17.2 If, in the opinion of the Service Provider, acting reasonably, the Goods are or are liable to become of a dangerous or flammable or damaging nature and pose a threat of property damage or personal injury, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Consignor and without prejudice to the Service Provider's right to charge for any Services.

## 18. FORCE MAJEURE EVENT

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18.1 If, because of a Force Majeure Event, the Service Provider is unable to carry out an obligation under any agreement incorporating these conditions:

- (a) the Service Provider must give the Consignor prompt written notice and reasonable particulars of the Force Majeure Event and, so far as is known, the probable extent that the Service Provider will be unable to perform or be delayed in performing its obligation; and
- (b) the relevant obligations of the Service Provider and the Consignor (other than any obligation of the Consignor to pay money), so far as they are affected by the Force Majeure Event, will be suspended during the continuance of the Force Majeure Event.

18.2 If the Service Provider gives a notice under clause 18.1, the parties must meet promptly and, in any event within 14 days, and each use reasonable endeavours to reach a mutually acceptable solution to alleviate any hardship or unfairness caused to either party as a result of the Force Majeure Event.

## 19. NOTIFICATION OF CLAIM

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19.1 Notwithstanding any other provision of these conditions (other than clause 20), the Service Provider will, in any event, be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to the Service Provider:

- (a) in the case of Goods allegedly lost or Damaged in the course of loading, unloading or transit, within fourteen (14) days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected; or

- (b) in the case of Goods allegedly lost or Damaged during Storage, within fourteen (14) days of the date of removal or attempted removal of the Goods from Storage.

19.2 The Consignor acknowledges that the purpose of clause 19.1 is to allow the Service Provider an opportunity to promptly investigate the cause of any loss of Damage. Clause 19.1 will not apply if the Consignor has a reasonable excuse for its failure to give written notice.

## **20. APPLICABLE LEGISLATION**

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20.1 Notwithstanding anything contained in these conditions, the Service Provider will continue to be subject to any terms, conditions, guarantees or warranties implied or imposed by the *Competition and Consumer Act 2010* (Cth) or any other Commonwealth or state legislation but only in so far as such legislation applies and prevents the exclusion or modification of any such term, condition, guarantee or warranty.

20.2 The Service Provider and Consignor must comply with all Law, including Chain of Responsibility Law.

20.3 The Consignor must not impose any requirement on the Service Provider that would directly or indirectly encourage or require the Service Provider or any person on behalf of the Service Provider to speed, drive while fatigued or otherwise perform the Services in an unsafe manner or in breach of Law.

## **21. ENTIRE AGREEMENT**

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21.1 The entire agreement between the parties is contained in these conditions and there are no other understandings, representations or agreements between the parties that are not set out in these conditions.

21.2 The Service Provider acknowledges and agrees that these conditions set out the sole basis upon which the Service Provider will provide Services to the Consignor. The supply or provision by the Consignor of any document setting out other, or alternative, terms will be of no legal effect and will not constitute a variation of these conditions or amount to a new contract or be part of these conditions.

21.3 The Service Provider will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Service Provider by an authorised officer of the Service Provider.

## **22. GENERAL**

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22.1 Any agreement incorporating these conditions will be construed in accordance with the law in force in Queensland and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland and courts entitled to hear appeals from those courts.

22.2 The failure of a party to take action to enforce its rights under any agreement incorporating these conditions or the granting of any time or indulgence will not be construed as a waiver of the provision nor as a waiver of the right of the party at a later time to enforce its rights under any agreement incorporating these conditions.

22.3 Where the Consignor comprises two or more persons, an agreement or obligation to be performed or observed by the Consignor binds those persons jointly and severally.

22.4 If any provision of these conditions is invalid, illegal or unenforceable, that provision will, to the extent that it is invalid, illegal or unenforceable, be treated as severed from this agreement, without affecting the validity and enforceability of the remaining provisions.

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