

STANDARD CONDITIONS OF CONTRACT
THESE CONDITIONS APPLY TO ALL CONTRACTS BETWEEN THE CUSTOMER AND
TRANSWAYS GROUP PTY LTD ACN 057 873 426 (THE COMPANY) FOR THE
PERFORMANCE OF SERVICES BY THE COMPANY

1. In these Conditions:
Conditions means these Standard Conditions of Contract.
Container means any container, trailer, transportable tank, pallet, flat rack, bolster or any similar article used to consolidate and carry cargo.
Customer means the person at whose request or on whose behalf the Company provides the Services.
Dangerous Goods means Goods which are volatile or explosive or which are or may become dangerous, inflammable, explosive, volatile, offensive or which may become liable to damage any property or person whatsoever.
Goods means any cargo or items which any part of any Services have been or are to be performed and any receptacle, container, packaging or pallet or item in or on which they are contained or with which they are stored or handled.
Government Agency means a government or government department or other body, a governmental or semi-governmental or judicial person or a person (whether autonomous or not) who is charged with the administration of a law.
Services means the whole of the operations provided by the Company including any computer systems used by the Company in the provision of the Services.
Subcontractor means any other person who pursuant to a contract or arrangement with any other person (whether or not the Company) provides or agrees to provide the Services or any part of the Services.
Temperature Controlled Goods means Goods which require temperature control.
2. The Company is not a common carrier and will accept no liability as such. The Company may agree or refuse to provide the Services at its absolute discretion.
3. All Services are provided subject only to these Conditions which will prevail at all times over the conditions of contract of the Customer. In the event of any inconsistency between these Conditions and the Conditions which are incorporated into a bill of lading, waybill, consignment note or other transport document, these Conditions prevail to the extent of the inconsistency.
4. No agent or employee of the Company has the authority to alter or vary these Conditions unless such alteration or variation is approved in writing by the managing director of the Company.
5. The Customer warrants that it is either the owner of the Goods and/or the authorised agent of the person or persons owning or having any interest in the Goods or any part of the Goods and enters into this Contract on its own behalf and/or as authorised agent of that person or persons. The Customer indemnifies the Company in respect of all liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or wilful act or default of the Company or others) which it may have to any person (other than the Customer).
6. The Customer warrants that it has complied with all laws and regulations relating to the nature, description, condition, packaging, handling, storage and carriage of the Goods and that the Goods are packed to withstand the ordinary risks of handling, storage and carriage having regard to their nature. Further, the Customer warrants that it shall provide to the Company any such assistance, information and documentation that may be necessary to enable the Company to comply with such laws and regulations. The Customer indemnifies the Company for all liability and for all costs and penalties incurred as a result of or arising out of a breach of these warranties.
7. The Customer warrants the accuracy and completeness of all particulars furnished to the Company (including the description and value of the Goods) for customs, consular and any other purposes and shall be liable for duty, tax, impost, penalty or outlay of whatsoever nature levied by a Government Agency for or in connection with the Goods and the provision of the Services and for any payment, fine, expense, loss or damage incurred or sustained by the Company in connection therewith. The Customer indemnifies the Company against all liability, loss, damage, expense or penalty incurred as a result of or arising out of a breach of this warranty.
8. The Customer shall not tender Dangerous Goods for the provision of the Services without providing to the Company a full and accurate description disclosing their nature and, where relevant, information relating to the manner in which the Services must be provided. The Customer indemnifies the Company for all claims for death, bodily injury, loss, damage, expense or penalty caused by such Dangerous Goods.
9. The Customer warrants that it has provided any necessary instructions and information regarding handling, care and control of the Goods and the provision of the Services. The Customer indemnifies the Company against all liability, loss, damage, expense or penalty incurred as a result of or arising out of a breach of this warranty.
10. (i) The Customer shall not tender for the provision of Services any of the following:
 - (a) Temperature Controlled Goods;
 - (b) Bullion, banknotes, cash, bonds, negotiable documents, securities, deeds, manuscripts, plans, stamps, livestock and bloodstock;
 - (c) Cigarettes and other tobacco based products, spirits, jewellery, precious stones, works of art, antiques or other like or precious goods.(ii) If, notwithstanding the above, such Goods are accepted by the Company for the provision of Services, the Customer shall indemnify the Company for any liability, loss, damage or expense arising therefrom.
11. The Customer shall be responsible for the return of any Container to the person who owns or has the right of possession of the Container or its agent and the Customer indemnifies the Company against all liability, loss, damage or expense which may arise as a result of a failure by the Customer or any other person to do so.
12. (i) The Company shall be authorised to engage a Subcontractor to perform all or any part of the Services on any terms and the Company is, or shall be deemed to be, acting as agent or trustee on behalf of and for the benefit of a Subcontractor and/or every other person (other than the Company) by whom the Services or any part of the Services are provided and/or any person who may be vicariously liable for the acts or omissions of the Company, Subcontractor or other person, each of whom shall to this extent be or be deemed to be parties to this contract.
(ii) The Customer undertakes that no claim or allegation shall be made, whether by the Customer or by any person who may have or claim to have an interest in the provision of the Services and/or in the Goods, against any person by whom the Services, or any part of the Services are performed (other than the Company), which imposes or attempts to impose upon such person any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or wilful act or default of the Company or others) in connection with the provision of the Services and/or the Goods. If, nevertheless such claim is made, the Customer undertakes to indemnify the Company and the person against whom such claim or allegation is made in respect of the consequences of such claim or allegation.
(iii) Every exemption, limitation, condition and liberty in these Conditions and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Company shall extend to protect a Subcontractor and/or every other person (other than the Company) by whom the Services or any part of the Services are provided and/or any person who may be vicariously liable for the acts or omissions of the Company, a Subcontractor or other person.
13. The Company is entitled to retain and be paid any brokerages, commissions, allowances and other remunerations customarily retained by or paid to shipping and forwarding agents and insurance brokers whether declared or otherwise and no such brokerage, commission, allowance or other remuneration shall be payable or allowable to the Customer.
14. The Company may provide the Services by any method which the Company in its absolute discretion deems fit notwithstanding any instructions of the Customer that the Services are to be supplied by another method.
15. The Company may comply with any orders, directions or recommendations made by a Government Agency in relation to the Goods and/or the provision of the Services without recourse by the Customer.
16. Pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place or places when deemed necessary at the sole discretion of the Company at the Customer's risk and expense.
17. If in the opinion of the Company, the Goods are liable to become Dangerous Goods, the Company at its absolute discretion may refuse to provide the Services, or may at any time destroy, dispose of, abandon or render harmless the Goods without compensation to and at the expense of the Customer.
18. The charges of the Company shall be considered earned as soon as the Goods are delivered to the Company and under no circumstances shall any of those charges be refunded. Interest shall be payable on any sum which remains due and unpaid after the date for payment and shall be charged at the Reserve Bank of Australia Cash Rate plus 5%. The Company may charge by weight, measurement or value and may at any time reweigh, remeasure or revalue or require the Goods to be reweighed, remeasured or revalued and charge proportional additional charges accordingly. The Customer is and remains responsible to the Company for all its proper charges whether or not the Goods are delivered and/or the Services are provided as instructed and whether or not they are damaged.
19. Every special instruction to the effect that charges shall be paid by a person other than the Customer shall be deemed to include a stipulation that if that nominated person does not pay those charges within 7 days of delivery or attempted delivery of the Goods, then the Customer shall pay those charges to the Company within 7 days of being notified of that person's failure to pay.
20. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision by the Company. If any changes occur in the rates of freight, warehousing, statutory fees or any other charges applicable to the Goods, quotations and charges shall be subject to revision accordingly with or without notice to the Customer.
21. The Company shall not effect insurance in respect of the provision of the Services or the Goods.
22. The Company shall have both a general and a particular lien over the Goods and/or any other cargo or items of the Customer in the possession or control of the Company and any documents relating to those Goods, cargo or items for any sums due at any time. The Company shall have the right to sell or dispose of such Goods, cargo, items or documents as agent for and at the expense of the Customer by private sale or public auction without further notice to the Customer and shall be entitled to apply the proceeds of any sale to payment of any such sums due to it and the changes incurred in the detention, storage and sale of the Goods, cargo or items.
23. The Goods are at the risk of the Customer and the Company is not responsible in tort, contract, bailment or otherwise for all, and the consequences of all, loss of or damage to or deterioration of the Goods whether or not arising out of the provision of the Services or any delay in providing or failure to provide the Services (including but not limited to deterioration to, delay in delivery of, or failure to deliver or misdelivery of Goods) for any reason whatsoever including, without limiting the foregoing, the negligence or breach of contract or wilful act or default of the Company or others. This clause shall apply to all, and the consequences of all loss, damage, deterioration, misdelivery, failure to deliver or delay in delivery of the Goods or the Services, whether or not it occurs in the course of the performance of the Services or in events which are in the contemplation of the Company or the Customer or in events which are foreseeable by them or either of them or in events which may constitute a fundamental breach of the contract or breach of a fundamental term.
24. The Company shall not be responsible in negligence or contract or otherwise for loss, damage, costs, fines or penalties incurred by the Customer or any other person resulting from or arising out of or in connection with any quotation, advice, statement, representation or information given or made by or on behalf of the Company to the Customer or others as to the classification of or any matter material to the valuation of or the liability for or the amounts, scale or rate of Customs and/or excise duty or other impost tax or rate charged in respect of the Goods or any cargo whatsoever. In giving or making any such quotation, advice, statement, representation or information, the Company relies solely on the particulars provided by the Customer which warrants that those particulars accurately and completely describe all aspects of the Goods and the transactions relating to the Goods.
25. The Company shall be released from its obligations under these Conditions to the extent that provision of the Services is delayed, hindered or prevented due to any event or circumstance beyond the control of the Company.
26. Any right, indemnity, immunity or limitation of liability provided by the Customer for the benefit of the Company or others shall continue to have their full force and effect in all circumstances irrespective of the negligence, breach of contract or wilful default of the Company or others.
27. In all cases where liability of the Company has not been excluded, whether by these Conditions, by statute or by international convention or otherwise, the liability of the Company whatsoever and howsoever arising is limited to:
 - (i) AUD100 or the value of the Goods the subject of the contract at the time the Goods were received by the Company, whichever is the lesser, or
 - (ii) in the case of a proven breach of a warranty implied by the Trade Practices Act 1974 as amended, supplying the Services again or to the payment of the cost of having the Services supplied again.
28. Notwithstanding anything herein contained the Company shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 as amended, if, and to the extent that, the Act is applicable to this contract and prevents the exclusion, restriction and modification of such warranty.
29. (i) Any claim for loss, damage or delay must be notified to the Company within 7 days of delivery of the Goods or the date on which the Goods should have been delivered.
(ii) In any event the Company shall be discharged from all liability whatsoever in connection with the Goods and the provision of the Services unless suit is brought and notice given within 6 months of delivery of the Goods or the provision of the Services.
30. (i) These Conditions shall be governed and construed according to the laws of the State or Territory of Australia in which this Contract was made and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State or Territory.
(ii) In the event that this or any other such agreement shall be held to be subject to the laws of the Commonwealth of Australia or of any particular State of the Commonwealth or any other legislation then, except where repugnant to the provisions of those laws, these Conditions shall continue to apply and shall be void only to the extent that they are inconsistent with or repugnant to those laws and no further.

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