

Terms & Conditions of Logistics Services

To the fullest extent legally possible, all dealings between Concept Logistics (Australia) Pty Ltd (ACN 095 239 008) and each of its subsidiaries, divisions, affiliates, and related entities and any successors and assigns ("Concept") and any Customer shall be governed by the following terms & conditions of trade ("these Terms") unless otherwise agreed in writing

DEFINITIONS: The following meanings shall apply throughout these Terms: "Code" means the Australian Code for the Transport of Dangerous Goods by Road & Rail as from time to time amended. "Customer" includes anyone so identified on any Dealing or Document relating to any Goods or Services & includes every consignor, consignee, sender or receiver (including any so identified or described therein) & anyone enjoying the benefit (whether directly or indirectly) of any part of the Services, whether the servant, agent or principal of any of the foregoing or otherwise. No error or misdescription in the name of any Customer on any document or otherwise shall be raised as a defence to any action by Concept pursuant to any Document or Dealing incorporating any part of these Terms. "Dangerous Goods" shall include any Goods so defined in The Code. "Dealing" shall include any contract, agreement, arrangement or understanding whether verbal or documented. "Goods" shall include any goods in relation to which any part of any Services have been or are to be performed & any receptacle, container, package, packaging, pallet or thing in or on which they are contained or with which they are stored or handled. "Laws" means any International, Federal, State or Territory enactment, convention, Standard or Code and any rules, regulations or by-laws etc made thereunder as from time to time applicable to any Goods or Services and any amendment, addition or substitute therefore & the interpretation & application thereof from time to time. "Concept" includes its delegates and Subcontractors and anyone involved or concerned in any way in the performance of any part of the Services & their servants & agents, whether pursuant to Clause 8 or otherwise. "Prescribed Poisons" includes any substance referred to in the Drugs, Poisons & Controlled Substances Act 1981 (Vic) & its statutory equivalent in each State & Territory of Australia, in any relevant Laws & any Standard Uniform Schedule for Drugs & Poisons applicable or adopted in any part of Australia as from time to time applicable. "Services" means any operation or service including (inter alia) any loading, unloading, holding, handling, storage, decanting, picking, packing, distribution, forwarding, installation, assembly, erection, removal, discharge, cleaning, preparation, maintenance or conduct in respect of any Goods or thing &/or referred to or required in any Dealing which includes or incorporates any part of these Terms. **General:** Words importing the singular shall include the plural & vice versa. Gender shall be interchangeable & a reference to anyone shall include individuals, partnerships, corporations, trustees, trusts, principals, agents any other legal persons or entities & any combination thereof.

THE CUSTOMER ACKNOWLEDGES, WARRANTS & AGREES:

1. that Concept may refuse to provide any part of any Services and may refuse to deal with any Goods at its discretion
2. (a) to pay Concept or at its direction all charges or accounts in relation to any part of any Services within 7 days of date of invoice and without reduction or set-off (b) to pay interest on overdue accounts at the rate under the Penalty Interest Rates Act 1983 (Vic) plus 3% without effecting any rights of Concept under these Terms or under any Dealing which includes or incorporates any part of these Terms (c) all Goods the subject of any part of the Services are either owned by the Customer or the Customer is authorised to deal with them (d) anyone purporting to sign a Document or enter any Dealing with Concept for or on behalf of the Customer shall be and be conclusively deemed to be authorised on behalf of the Customer binds the Customer under these Terms
3. that prior to Concept taking possession of or Dealing in any way with any Goods (a) to identify & fully describe Goods on or with every applicable Document or Dealing, in compliance with all Laws to include complete details of the name, nature & value & specifying any which are liquid, gaseous, noxious, dangerous, hazardous, flammable, Dangerous Goods or Prescribed Poisons & specifying any which are capable in any way of causing (whether alone or in conjunction with anything else [stating which]) damage, injury or loss to any goods, person or thing (b) that it authorises Concept to destroy, dispose of, abandon or render harmless any Goods which in the opinion of Concept are or are likely to become dangerous or hazardous, at the Customer's cost in all things & without liability to anyone
4. all particulars in any Document or Dealing in respect of Services &/or Goods will be complete & correct in every respect and that Concept may rely thereon.
5. prior to any dealings or acceptance by Concept of any Dangerous Goods or Prescribed Poisons, the Customer will supply Concept all applicable MSDS and with a written declaration in compliance with all relevant Laws detailing the nature of the Goods & all procedures necessary for safe dealing with them at all times, including in the case of accident, fire, spillage, contamination or any other incident
6. it will ensure all Goods have been packed & marked in compliance with all relevant Laws
7. (a) all Goods the subject of any part of the Services will comply at all times with all requirements of the consignor, the consignee and all applicable Laws & with the requirements of all relevant authorities including any armed forces, police, security, &/or any other authority, governmental or non-governmental, whether having the force of law or otherwise and whether relating to the nature, packaging, distribution, storage, notification, labelling, volumes, scheduling, identification or condition of the Goods, any part of any Services or otherwise (b) to pay any duty, impost, GST, CGT, tax, excise, penalty ("Imposts") in respect of any part of any Goods, Services or relating to any loss, damage, expense, liability or costs relating thereto or otherwise (c) to reimburse Concept for any outlays incurred in making Goods so comply or in meeting any Imposts, whilst recognising that Concept has no obligation to incur same (d) all Goods the subject of any part of the Services are or will be packed in a manner adequate to withstand the ordinary processes and risks involved in any Services applicable thereto (e) that Concept is authorised to deal with any Goods in any way it deems fit, if any part of the Goods, any documentation, labelling, packaging or warnings etc fail to comply with any Laws, these Terms or are damaged, defaced or illegible (f) the Customer agrees to be responsible for any fines, penalties, damages or loss incurred by Concept if the Customer or anyone at the request or direction of the Customer delivers to any Concept site goods which are not permitted on site or which exceed or cause Concept to exceed the permitted or authorised limit of any such Goods at that site unless full written disclosure was made to Concept in advance and Concept authorised the delivery in writing prior to the delivery
8. (a) that Concept is & shall be the Customer's agent to enter into any Dealing with anyone in order to provide any part of the Services & the Customer will be responsible for all costs & charges payable as a result of any such Dealing (b) anyone with whom the Customer (whether through the agency or actions of Concept or otherwise) has any Dealings, is in turn the Customer's agent for the same purposes & on the same terms as in Clause 8(a), (c) these Terms will operate for the benefit of anyone providing any part of the Services whether as agent or sub-agent of the Customer, Concept or otherwise & any such person shall be & be deemed a party to every Dealing incorporating any part of these Terms (d) that Concept holds the benefit of these Terms in trust for all parties who perform any part of the Services (e) these Terms are available to & extend to protect anyone who is or might be vicariously liable for any act or omission of anyone referred to in Clause 8(a)(b)(c) or (d) & such persons shall be deemed party to every Dealing incorporating any part of these Terms (f) any Dealing incorporating any part of these Terms shall be deemed an offer by the Customer (which will remain irrevocable until completion of the Services) made to each person ("Subcontractor") involved in the performance of any part of the Services & be deemed to be communicated to each Subcontractor & accepted by them upon the performance by them of any part of the Services, so that in consideration of any Subcontractor entering into any Dealing for or performing any part of any Services, the Customer will permit any such Subcontractor to take advantage of these Terms as if it were a party to every Dealing which incorporates any part of these Terms.
9. (a) that Concept will not be liable & no claim shall be made by or through the Customer or by any other person who has or may hereafter have any interest in any part of any Services or Goods or otherwise, against Concept which imposes or attempts to impose any liability whatsoever in connection with any part of the Services or otherwise, including any claim in tort, bailment or contract & whether for trespass, negligence, misfeasance, willful act or omission, default or otherwise & whether claiming for contingent, consequential, direct, indirect, special or punitive damages or otherwise, other than as set out in clause 9(d) &/or (e), (b) without limiting the generality of Clause 9(a) the provisions of that Clause will extend to include any loss, damage, expense, liability (including any liability under any Laws) or costs associated in any way with (i) any accident or incident involving any Goods or any part of the Services (ii) any salvage, recovery or clean-up relating to any accident or incident involving any Goods or any part of the Services (iii) any misdelivery, non-delivery, delay in delivery, concealed damage, deterioration, contamination, evaporation or diminution in value of any Goods (iv) any conduct by any party involved in the provision of any part of the Services, whether or not the conduct was within the contemplation of or foreseeable by the Customer or Concept or would constitute a breach (whether fundamental or otherwise) of any of these Terms or of any Dealing incorporating any part of these Terms (c) to fully indemnify Concept against any loss, damage, expense, or liability (including any liability under any Laws) & including anything contemplated by Clause 9(a) or (b) &/or from any consequence arising therefrom or otherwise, resulting in any way from any failure by the Customer or Concept to comply with or observe any part of these Terms or of any Dealing which incorporates any part of these Terms, whether arising as a result of negligence by the Customer or Concept or otherwise (d) any claim upon Concept relating to Services will not exceed the cost of having the Service supplied again (e) any claim upon Concept relating to Goods will not exceed payment of the cost of replacing the Goods with equivalent goods (f) the rights & remedies of Concept arising by reason of these Terms are cumulative with & not exclusive of any other rights or remedies provided by law or by any other agreement with the Customer but these Terms will prevail in the event of any conflict or contradiction unless otherwise agreed in writing (g) Concept is authorised to name the Customer as consignor in any document or Con Note and Concept is not and will not be deemed a consignor within the meaning of any Laws or otherwise (h) save as above, no other term, condition, agreement, warranty, representation or understanding ("term") whether express or implied or in any way extended to or otherwise relating to or binding on Concept with respect to any Goods or any part of the Services (other than these Terms &

- (9 cont.) any other by which Concept has agreed to be bound in writing) is made or given & any term which might otherwise be implied is expressly excluded
10. any method of performing any part of the Services adopted by Concept shall remain at the discretion of Concept & the Customer authorises Concept to adopt any method considered appropriate despite any particular method selected or nominated by Concept or the Customer
11. no money paid by or on behalf of the Customer to Concept will be refundable
12. to pay Concept all charges &/or expenses in respect of or consequent upon any delay or frustration in performance or attempted performance of any part of the Services whatsoever, including any delay or frustration in pick-up or delivery
13. Concept does not have any obligation to load or unload nor to package, re-package, repair or maintain any packaging or container associated in any way with any part of the Services or any Goods but may elect to do so at the Customers cost in all things
14. whenever any Dealing with Concept includes an arrangement for payment by any third party, the Customer will forthwith pay Concept, if the third party fails to pay as & when due
15. Concept is authorised to store, warehouse &/or hold any Goods in respect of &/or during the performance or attempted performance of any part of the Services as Concept in its absolute discretion deems necessary & at the Customers cost in all things
16. (a) Concept may (acting reasonably) deliver the Goods or any part thereof to places other than those specified, as it elects (b) anyone at any delivery address (whether specified or as elected by Concept) may accept delivery on behalf of the Customer (c) any signature or initial purporting to acknowledge delivery for or on behalf of the Customer shall be & be deemed conclusive evidence of delivery
17. in addition to any existing general or specific lien (a) the Customer hereby grants to Concept a general lien over all Goods & any documents relating thereto, which are in Concept's possession, custody or control from time to time until payment of all monies owed to Concept (b) the Customer authorises Concept in its absolute discretion to sell or otherwise dispose of any perishable Goods, Dangerous Goods or Prescribed Poisons which are in the possession, custody or power of Concept, without notice to the Customer or any other interested party & at the Customers cost in all things, but without Concept being liable to any party nor having any obligation or responsibility to do so (c) the Customer authorises Concept to sell or otherwise dispose of any Goods in its possession, custody or power, upon the expiration of 21 days after written notice to the Customer of Concept's intention to do so (d) Concept may apply the net proceeds of any such sale or disposition towards any monies owed by the Customer (e) the Customer indemnifies Concept in respect of any loss, damage or liability as a result of exercise of any of the rights arising under Clause 17, in addition to any other indemnity in these Terms
18. (a) Concept has no obligation to insure any part of any Goods or Services (b) any insurance is the responsibility of the Customer & at the Customer's cost in all things (c) Concept's charges reflect the absence of insurance & would have to increase to incorporate insurance costs (d) If the Customer does not insure its Goods, it will be deemed to have self insured and to have no recourse upon Concept
19. in any Dealing with Concept which includes a specific written obligation upon Concept to insure (a) the cost of such insurance will be an extra charge to the Customer (b) the Customer will not do or omit to do anything which renders any contract of insurance or any part thereof void or voidable or diminish in any way or removes the liability of any insurer
20. if any part of any store is made available for use by the Customer & the Customer assumes control or responsibility for any Goods stored therein, these Terms will continue to apply
21. to pay to Concept all costs & expenses incurred by Concept or their solicitors, legal advisers, mercantile agents & any other party acting on behalf of any of them relating in any way to the Goods &/or the Services or anything arising under these Terms
22. any part of these Terms being a whole clause or part of a clause is capable of severance without affecting any other part of these Terms
23. if Concept does not exercise any of its rights this is not a waiver of any other or subsequent rights
24. all Dealings with Concept shall be deemed made in the State nominated by Concept & the Customer submits to the jurisdiction of the appropriate Court(s) nominated by Concept
25. (a) subject to (b) & (c), these Terms will apply to all Dealings with Concept notwithstanding that any such Dealing may be endorsed with or purport to incorporate any other terms or any Customer document (b) any changes to these Terms which are subsequently adopted by Concept will apply to and bind the Customer immediately and the Customer will be deemed to have notice of all such changes upon them being adopted by Concept (c) "adopted" means used in trade or commerce by Concept, whether on or with any Con Notes, Dealings, published in any way (including on any Concept web-site) notified to all customers of Concept or otherwise
26. (a) if Concept publishes material concerning its Services or prices which is incompatible with these Terms, that material is expressly excluded (b) any advice or assistance given for or on behalf of Concept shall be accepted at the Customer's risk & shall not be or be deemed given as expert or adviser nor to have been relied upon by or through the Customer
27. (a) if any dispute arises concerning any Dealing (including any question of identity or authority or any telephone, facsimile, e-mail, e-commerce or computer generated order or document) the internal records of Concept will be conclusive evidence in all respects (b) each order it places shall be & be deemed to be a representation by it, made at the time that it is and will remain in the future solvent & able to pay all of its debts as & when they fall due (c) failure to pay Concept in accordance with these Terms shall be & be deemed to be conclusive evidence that the Customer had no reasonable grounds for making the representation referred to in 27(b) & that they were unconscionable, misleading and deceptive (d) when any part of any Service is requested, the Customer shall inform Concept of any material facts which would or might reasonably affect the commercial decision by Concept to accept &/or grant credit in relation thereto. Any failure to do so by or on behalf of the Customer shall create & be deemed to create an inequality of bargaining position & be deemed to constitute the taking of an unfair advantage of Concept & to be unconscionable, misleading and deceptive
28. no terms or conditions sought to be imposed by the Customer shall apply
29. to give effect to its obligations arising hereunder, the Customer irrevocably appoints any solicitors acting for Concept from time to time, as its attorney in all things
30. that variation or cancellation of these Terms or any Dealing must be agreed in writing
31. if Concept grants a credit facility or nominates a credit limit, this is an indication of its intention at the time. Concept can vary or withdraw any credit facility at any time at its discretion without liability to anyone
32. the Customer will on request charge in favour of Concept (a) by way of fixed charge its books of account, financial records, goodwill, documents of title & current & later acquired real & intellectual property (b) by way of floating charge, the whole of its other undertaking, & assets, with payment of all monies owed
33. Concept will not be in breach of any Dealing with the Customer as a result of Force Majeure. Force Majeure means beyond the reasonable control of Concept and includes any strike or lock-out
34. (a) if the Customer commits or is involved in any act of insolvency, it agrees that it will be deemed in default under these Terms (b) upon default, all monies will become immediately due and payable without any deduction or set-off, despite any agreed tradings terms [express or implied], an act of insolvency is deemed to include bankruptcy, liquidation, receivership, administration or the like and any failure to pay all of its debts as and when due and without deduction
35. Concept will not be liable for any delay in providing any Services and may allocate its resources and facilities between Customers at its absolute discretion, if demand exceeds supply
36. it has not relied on any representation, condition or warranty express or implied as to Concept's skill, competence or efficiency in dealing with any Goods or providing any part of any Services
37. Concept has no obligation or responsibility to (i) collect any payment on behalf of the Customer or any party, even if this purports to be part of any Dealing between Concept and any Customer (ii) to meet any service guarantee or docking time sought by or agreed with the Customer, other than to use all reasonable endeavours to meet any service guarantee or docking time.
38. (a) that without limiting clause 17, Concept has a general law possessory lien over the Goods in Concept's possession, custody or control in respect of any amounts the Customer owes to Concept. In addition, the Customer grants Concept as security for the performance of the Customer's obligations under these Terms or any contract, a chattel mortgage in Concept's favour against the Goods to secure all amounts payable by the Customer. (b) that if Concept determines that these Terms, any contract or the chattel mortgage is or contains a security interest for the purposes of the Personal Property Securities Act 2009 ("PPSA") the Customer agrees to do anything (such as obtaining consents, signing & producing documents, getting documents completed & signed & supplying information) which Concept asks & considers necessary for the purposes of: (i) ensuring that the security interest is enforceable, perfected & otherwise effective, (ii) enabling Concept to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by Concept; or (iii) enabling Concept to exercise its rights in connection with the security interest. (c) that nothing in sections 130 or 143 of the PPSA will apply to these Terms, any contract, or the security under these Terms or any contract. (d) to waive its right to do any of the following: (i) receive notice of removal of an accession under section 95 of the PPSA; (ii) receive notice of an intention to seize collateral under section 123 of the PPSA; (iii) receive notice of disposal of collateral under section 130 of the PPSA; (iv) receive a statement of account if there is no disposal under section 130(4) of the PPSA; (v) receive notice of retention of collateral under section 135 of the PPSA; (vi) redeem the collateral under section 142 of the PPSA; (vii) reinstate the security agreement under section 143 of the PPSA; (viii) object to the purchase of the collateral by the secured party under section 129 of the PPSA; & (ix) receive a statement of account under section 132(3)(d) of the PPSA following a disposal showing the amounts paid to other secured parties & whether security interests held by other secured parties have been discharged.