



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;
- The goods are at your risk. To the extent permitted by law, we will not be liable for any loss of or damage to goods during transit, unless you prove that the loss or damage was caused by our 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 general effect of these provisions is that, even if you prove we have been negligent, you may not be able to recover the full value of any lost or damaged goods;
- 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;
- If we store goods for you, you must take out a policy of insurance over those goods (see clause 11).

TRADING CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions:

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

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 legislation 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; 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.

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

Customer means the person engaging RRE. Where these Trading Conditions form part of a Proposal prepared by RRE, the Customer is the person to whom the Proposal is addressed. Where these Trading Conditions are attached to a Credit Application, the Customer is the person applying for credit.

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 and includes Regulated Waste.

Enforcement Costs means any fees, costs and expenses, including legal expenses on an indemnity basis, incurred by RRE in connection with any default under or enforcement or attempted enforcement of these conditions.

Force Majeure Event means 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, 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, machinery or equipment.

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

Interest means an amount calculated on any Outstanding Amount at the rate of 1.0% per calendar month, compounded annually.

Law includes:

- (a) principles of law or equity established by binding court decisions, and
- (b) applicable statutes, regulations, proclamations, orders, bylaws, requirements and approvals.

Outstanding Amount means any amount which remains unpaid upon the expiry of the credit terms extended by RRE or for which the Customer is otherwise liable, pursuant to these conditions, to RRE.

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

Regulated Waste means waste products, the transport or disposal of which is regulated under the *Protection of the Environment Operations Act 1997* (NSW) and any other commercial or industrial waste (whether or not it has been immobilised or treated) where dealings with that waste are regulated by any legislation.

RRE means Regional Road Express Pty Limited (ABN 67 104 493 290) and, where the context permits, includes its employees, any related body corporates, agents and Subcontractors.

Services means any operations or services undertaken by or on behalf of RRE (whether gratuitously or not), in any way connected with Goods including loading, unloading, packing, unpacking, handling, weighing, transporting and Storage of Goods, towing a trailer, completing documents and the provision of any advice.

Storage means receiving Goods into a storage location operated by or on behalf of RRE including confirmation of quantities and batch numbers, 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 RRE) performs or agrees to perform the Services or any part of them.

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)';
- (f) terms used have the same meaning as under the PPSA; and
- (g) all indemnities survive the termination or expiration of any agreement incorporating these conditions.

2. NEGATION OF LIABILITY AS A COMMON CARRIER

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

3. RRE'S OBLIGATIONS

3.1 RRE will:

- (a) take reasonable care to protect and safeguard the Goods;
- (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;
- (e) use reasonable endeavours to deliver the Goods to the address nominated by the Customer and to effect delivery at the date and time requested by the Customer (subject to compliance with all Law, including Chain of Responsibility Law); and
- (f) use reasonable endeavours to comply with the Customer's reasonable and lawful directions.

3.2 To the extent permitted by Law, all conditions, guarantees, terms and warranties which would otherwise apply, or be implied into these conditions are excluded. Without limitation, this exclusion



applies to any implied conditions, guarantees, terms or warranties of merchantability or of satisfactory quality applying to the Services.

4. OBLIGATIONS AND WARRANTIES

4.1 The Customer must:

- (a) ensure that the loading of the Goods onto RRE's vehicle will not cause the vehicle to exceed any dimension or mass limits under Chain of Responsibility Law;
- (b) where the Goods require special treatment, provide written notice to RRE of the special treatment required;
- (c) where required by Law, provide an accurate container weight declaration; and
- (d) provide all documents, information and assistance necessary to allow RRE to comply with the requirements of any Authority.

4.2 The Customer 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) it is authorised by all persons owning or having any interest in the Goods (including the consignee) to accept these conditions on their behalf;
- (d) 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;
- (e) there is a suitable and safe road and approach for RRE's vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;
- (f) safe and adequate loading 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; and
- (g) Services are supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Customer.

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

5. SUBCONTRACTING

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

5.2 The Customer agrees that no claim or allegation may be made against any employee, agent, or Subcontractor that imposes or attempts to impose upon such person any liability whatsoever arising out of or in any way connected with the Goods or the Services, whether or not arising out of negligence or a wilful act or omission on the part of any of them and if such claim or allegation



should nevertheless be made, to indemnify RRE against all consequences of any such claim or allegation.

- 5.3 Every exemption, limitation, condition and liberty contained in these conditions and every right, exemption from liability, limitation, defence and immunity applicable to RRE or to which RRE is entitled under these conditions will also be available to and will extend to protect:
- (a) all Subcontractors;
 - (b) every employee or agent of RRE or of a Subcontractor;
 - (c) every other person (other than RRE) 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 5.3, RRE is or will be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and all such persons will to this extent be, or be deemed to be, parties to any agreement incorporating these conditions.

6. LIABILITY OF RRE

- 6.1 The Goods are at the risk of the Customer. Neither RRE nor any Subcontractor nor any other person who undertakes the Services will, under any circumstances, (except where any legislation otherwise requires) be under any liability whatever (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 Customer proves that such loss, Damage, mis-delivery, delay in delivery or non-delivery was caused by the negligence or wilful default of RRE.
- 6.2 Any liability of RRE under clause 6.1 will be reduced proportionately to represent the extent to which the Customer (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, RRE will not be liable for any:
- (a) loss of or Damage to Goods caused by:
 - (i) a Force Majeure Event;
 - (ii) RRE following the Customer'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 they cannot be loaded, unloaded or transported by road 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;
- (b) loss of or Damage to Goods comprising electrical or mechanical derangement, shrinkage or ordinary wear and tear;
 - (c) any loss or damage suffered in connection with delay in the delivery or collection of Goods; or
 - (d) any loss of or Damage to Goods where the loss of or Damage to the Goods occurs during Storage.
- 6.4 Notwithstanding any other provision of these conditions, RRE will not be liable, under any circumstances, for Consequential Loss.
- 6.5 Notwithstanding any other provision of these conditions, RRE's liability arising from any loss of Goods, Damage to Goods or mis-delivery or non-delivery of Goods (including any liability arising from breach of a warranty, guarantee or term imposed or implied by Law) is limited, at the option of RRE, to:
- (a) supplying the Services that were supplied with respect to the lost, Damaged or mis/non-delivered Goods, again; or
 - (b) payment of the cost of having the Services that were supplied with respect to the lost, Damaged or mis/non-delivered Goods, supplied again.

7. ROUTE AND DEVIATION

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

8. INSPECTION

- 8.1 RRE may (but is not obliged to) inspect the Goods (including opening any Container) to determine the nature or condition of the Goods or for any other purpose which RRE considers reasonably necessary.



- 8.2 If, under Law, a Container must be opened, RRE will not be liable for any loss, Damage or delay incurred as a result of any opening, unpacking, inspection or repacking and the Customer agrees to pay RRE's charge for the cost of any such opening, unpacking, inspection or repacking.

9. DELIVERY

- 9.1 RRE is authorised to deliver the Goods at the address nominated to RRE for that purpose. RRE 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.
- 9.2 If the nominated place of delivery is unattended or if delivery cannot otherwise be effected by RRE, RRE may, at its option, deposit the Goods at that place (which will be conclusively presumed to be due delivery under these conditions), store the Goods or redeliver the Goods to the Customer at the Customer's expense.
- 9.3 If the Goods are stored by RRE pursuant to clause 9.2:
- (a) the Customer will pay or indemnify RRE for all costs and expenses incurred with respect to such Storage; and
 - (b) RRE may, at any time, redeliver the Goods to the Customer at the Customer's expense.

10. STORAGE

- 10.1 Where Goods are stored by RRE at the request of the Customer, the Customer will provide:
- (a) an address to which notices will be sent; and
 - (b) an inventory of the Goods to be stored.
- 10.2 RRE may remove the Goods from a place of Storage to another place of Storage at its discretion.
- 10.3 Storage charges do not include removing, packing, unpacking, inspecting, stocktaking, stowing or delivering.
- 10.4 The Customer must give 48 hours' notice to RRE of its intention to remove Goods from Storage.
- 10.5 RRE 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 Customer or a person authorised in writing by the Customer; or
 - (b) in circumstances where any amount is due by the Customer to RRE on any account whatsoever.
- 10.6 The Customer will remove its Goods from Storage within seven days of receipt of written notice from RRE.

11. INSURANCE

- 11.1 RRE is not obliged to insure, or to arrange insurance in respect of the Goods.



- 11.2 If RRE provides Storage, the Customer must effect and maintain an insurance policy that covers any loss of or Damage to the Goods that occurs while RRE is providing Storage with respect to those Goods.

12. INDEMNITIES

The Customer will indemnify RRE:

- (a) in respect of any liability whatsoever in respect of the Goods to any person (other than the Customer) who claims to have, who has, or who in the future may have any interest in the Goods or any part of the Goods; and
- (b) against all losses, damages, expenses, claims, fines, duty, tax, demands, actions and proceedings or any other liability suffered or incurred by, or made or instituted against, RRE as a result of:
 - (i) a breach of the Customer's obligations under any agreement incorporating these conditions;
 - (ii) any material inaccuracies in Safety Data Sheets; or
 - (iii) any negligence, wilful misconduct or recklessness of the Customer.

13. LIEN

- 13.1 The Goods are accepted subject to a general lien for all charges due or that may become due to RRE by the Customer on any account whatsoever, whether in respect of the Goods or in respect of any other goods in respect of which RRE provides or has provided Services.
- 13.2 Without prejudice to any other rights RRE may have under Law, if charges are not paid when due, or the Goods are not collected when required or designated, RRE may:
- (a) remove all or any of the Goods and store them as RRE thinks fit, at the Customer's risk and expense; or
 - (b) without notice and immediately in the case of perishable Goods, or otherwise on the provision of 14 days' notice, open and sell all or any of the Goods as RRE 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 without being liable to any person for any loss caused.
- 13.3 The parties agree that the lien arising under these conditions:
- (a) attaches to the Goods when the Goods are accepted by RRE; and
 - (b) is a security interest.
- 13.4 On request by RRE, the Customer 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. Anything that is required to be done under this clause will be done at the Customer's expense. The Customer



agrees to reimburse RRE's costs in connection with any action taken by RRE under or in connection with this clause.

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 Customer is otherwise notified in writing by RRE); 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.

14. RRE'S CHARGES

- 14.1 RRE's charges will be deemed fully earned on receipt of the Goods by RRE and are non-refundable in any event. The Customer agrees to pay all sums due to RRE without any deduction, counterclaim or set-off.
- 14.2 In addition to any other charges contemplated under these conditions, the Customer is liable to pay:
 - (a) Enforcement Costs;
 - (b) Interest on any Outstanding Amount;
 - (c) all Storage, handling, stocktaking and reporting charges and any charges associated with loading or unloading Goods; and
 - (d) all charges imposed by legislation, including customs charges and excises and associated fines and penalties.
- 14.3 RRE may charge the Customer, in accordance with its schedule of rates, in respect of any delay in loading or unloading occurring other than from the default of RRE. Such permissible delay period will commence upon RRE reporting for loading or unloading.
- 14.4 If the Customer instructs RRE that RRE's charges will be paid by the consignee or any other third party and the consignee or third party does not pay RRE's charges within seven days of the date of delivery or attempted delivery of the Goods, the Customer must pay such charges.
- 14.5 Where RRE stores Goods for the Customer, the Customer must:
 - (a) pay RRE's expenses and charges to comply with any legislation including any customs, excise 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. DANGEROUS GOODS

15.1 If RRE 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 Customer must comply with all Law with respect to Dangerous Goods, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*.

15.2 If, in the opinion of RRE, 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 Customer and without prejudice to RRE's right to charge for any Services.

16. FORCE MAJEURE EVENT

16.1 If, because of a Force Majeure Event, RRE is unable to carry out an obligation under any agreement incorporating these conditions:

- (a) RRE must give the Customer prompt written notice and reasonable particulars of the Force Majeure Event and, so far as is known, the probable extent that RRE will be unable to perform or be delayed in performing its obligation; and
- (b) the relevant obligations of RRE and the Customer (other than any obligation of the Customer 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.

16.2 If RRE gives a notice under clause 16.1, the parties must meet promptly 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.

17. NOTIFICATION OF CLAIM

17.1 Notwithstanding any other provision of these conditions (other than clause 18), RRE 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 RRE:

- (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.

17.2 RRE will, in any event, be discharged from all liability whatsoever in respect of the Goods unless legal proceedings are commenced:



- (a) in the case of Goods allegedly lost or Damaged in the course of loading, unloading or transit, within twelve months of their delivery or of the date on which, in the ordinary course of business, they should have been delivered; or
- (b) in the case of Goods allegedly lost or Damaged during Storage, within twelve months of the date of removal or attempted removal of the Goods from Storage.

18. APPLICABLE LEGISLATION

- 18.1 Notwithstanding anything contained in these conditions, RRE will continue to be subject to any implied terms, conditions, guarantees or warranties 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.
- 18.2 RRE, Customer and consignee must comply with all legislation, including Chain of Responsibility Law.
- 18.3 The Customer must not impose any requirement on RRE that would directly or indirectly encourage or require RRE or any person on behalf of RRE to speed, drive while fatigued or otherwise perform the Services in an unsafe manner or in breach of legislation.

19. ENTIRE AGREEMENT

- 19.1 The entire agreement between the parties is contained in these conditions, any proposal prepared by RRE and any credit application completed by the Customer, and there are no other understandings, representations or agreements between the parties that are not set out in these documents.
- 19.2 These conditions may only be varied:
 - (a) by written agreement signed by a director of RRE and by a person authorised by the Customer; or
 - (b) unilaterally by RRE pursuant to clause 19.3.
- 19.3 RRE may vary these conditions by providing the Customer with reasonable notice of any changes by posting the revised conditions on its website, emailing the revised conditions to the Customer or by otherwise providing a copy, or a website link to a copy, of the revised conditions.

20. GENERAL

- 20.1 This agreement will be construed in accordance with the Law in force in New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and courts entitled to hear appeals from those courts.
- 20.2 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.



- 20.3 Where the Customer or consignee comprise two or more persons, an agreement or obligation to be performed or observed by the Customer or consignee binds those persons jointly and severally.
- 20.4 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 these conditions, without affecting the validity and enforceability of the remaining provisions.

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EXECUTED as an AGREEMENT:

Date of Agreement:

Executed by **Regional Road Express Pty Ltd** in accordance with section 127(1) of the Corporations Act 2001 (Cth):

.....
Signature of director Signature of director/secretary

.....
Name Name

Executed by **Contractor** in accordance with section 127(1) of the Corporations Act 2001 (Cth):

.....
Signature of director Signature of director/secretary

.....
Name Name