



GENERAL FREIGHT & LINE HAUL TRADING TERMS & CONDITIONS

1. DEFINITIONS

In this Agreement, unless the contrary intention appears or the context otherwise requires:

Agreement means these 'Trading Terms & Conditions' and the terms of any contract or agreement incorporating or subject to them;

Address means an address given by the Customer to Sienalex Transport to which Goods or Services are to be delivered;

Authority means any government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;

Business Day means a day that is not a Saturday or Sunday or public, special or bank holiday in the Jurisdiction;

Sienalex Transport means Sienalex Transport Pty Ltd ACN 602 877 242 trading as "Sienalex Transport" ABN 30 602 877 252;

Charges means charges set by Sienalex Transport and payable by the Customer to Sienalex Transport in consideration of Services provided to the Customer or which otherwise become payable to Sienalex Transport in accordance with this Agreement, and includes:

- a) costs caused by delays that are not the fault of Sienalex Transport;
- b) taxes, fines and duties, including customs and excise duties, payable by Sienalex Transport in respect of the Services;
- c) any GST;
- d) all other costs and expenses incurred in the provision of the Services including demurrage at the rate charged by the railway or shipping authority; and
- e) any other amount, including third party charges payable in respect of the provision of the Services, incurred by Sienalex Transport in the provision of the Service;

Claim includes any claim, notice, demand, costs (including legal costs and expenses), debts, dues, liabilities, damages, losses, taxes, duties, fees, suits, action, demands, proceeding, litigation or judgment, however it arises;

Consequential Loss means any indirect, economic loss or damage (and whether or not foreseeable at the date of execution of this Agreement or effect of any extended Term or other extension of this Agreement by agreement) arising out of or in connection howsoever with the performance or breach of the Agreement, including any act, neglect, default, breach of duty or express or implied warranty or any other legal fault (including strict liability), including but not limited to loss or deferment of profits, sales, revenue or savings (including anticipated profits, sales, revenue or savings); loss of time, goodwill or reputation; loss of use, shut-in; loss or deferral of production or product; loss of or damage to business brand or reputation or business interruption; additional borrowing costs; loss of opportunity, contract or chance; wasted management time; costs of claim handling services provided by insurers; insurance premiums or excesses; special or punitive damages; special, indirect, punitive or exemplary loss or damages.

Container includes any container, flexitank, trailer, transportable tank, flat, pallet, cage, fridge or any article of transport used to carry or consolidate the Goods and any equipment of or connected thereto;

Customer means the person with whom Sienalex Transport contracts to provide the Services and, where the circumstances provide, may include the owner, Consignor and/or Consignee of the Goods;

Consignor means the person and its officers, employees and agents who consigns, sends or directs the Goods;

Consignee means the person and its officers, employees and agents to whom the Customer or Consignor consigns, sends or directs the Goods;

Damage means any loss of, damage to, deterioration of, or misdelivery of, or non-delivery of, or delay in delivery of the Goods and any other loss or damage arising therefrom or in relation to the performance or non-performance of the Services, including but not limited to personal injury or death;

Dangerous Goods means any Goods which are dangerous, hazardous or damaging, including Goods which are or may become of a dangerous, inflammable, radio-active or of a damaging nature, Goods likely to harbour or encourage vermin or other pests and Goods the carriage, handling or storage of which is illegal, prohibited or otherwise regulated by any law or regulation of a State, Territory or the Commonwealth;

Goods means any goods accepted from the Customer or its Personnel, together with any Containers, packaging, dunnage or pallets supplied by or on behalf of the Customer which are the subject of the Services;

GST has the same meaning as in the GST Act and includes any replacement or subsequent similar tax;

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth);



Incidental Matters means anything done or to be done in relation to the Goods or the provision of any Services ancillary to the Goods including but not limited to moving, storing or leaving the Goods at any warehouse, terminal, yard, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods or fumigating, transshipping, inspecting or otherwise handling the Goods or anything done in relation thereto;

Jurisdiction means Perth, Western Australia;

Personnel means, in relation to a party, any of its officers, employees, agents, contractors, subcontractors, consultants or representatives, at any level;

PPS Act means the Personal Property Securities Act 2009 (Cth);

PPSR means the Personal Property Securities Register established under the PPS Act;

Services means any services to be supplied by Sienalex Transport to the Customer in accordance with the terms of this Agreement, which may include but are not limited to collection, receipt, loading, unloading, carriage, transportation, handling, storage, distribution or delivery of Goods.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a) the singular includes the plural, and vice versa;
- b) the word "person" includes a natural person, firm, corporation, government authority or other body or organisation;
- c) headings are for convenience only and do not affect the interpretation of this Agreement;
- d) references to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- e) references to any law are references to that law as amended, consolidated, supplemented or replaced and includes references to regulations and other instruments under it;
- f) references to time are to time in the Jurisdiction;
- g) "including" and similar expressions are not words of limitation;
- h) references to money and currency are to Australian dollars;
- i) if a payment or other act (but for this clause) be made or done on a day which is not a Business Day, then it must be made or done on the previous Business Day;
- j) a warranty, representation, covenant, liability, obligation or agreement given or entered into by more than one person binds them jointly and severally;
- k) a reference to a document includes the document as modified, supplemented or replaced from time to time;
- l) the words "in writing" include any communication sent by letter, facsimile transmission or email;
- m) the terms of these terms and conditions prevail to the extent of any inconsistency between the terms of the documents forming this Agreement.

3. ACCEPTANCE OF TERMS

The terms and conditions of this Agreement, along with any terms which are mandatorily applicable by law and unable to be excluded, exclusively govern the provision by Sienalex Transport of any Services to or at the request of the Customer.

The Customer warrants that it is either the owner or authorised agent of the owner of the Goods and the authorised agent of the Consignor and Consignee of the Goods, if different from the Customer and is authorised to enter into this Agreement for itself and jointly and severally for and on behalf of each of the owner, Consignor and Consignee of the Goods.

In addition to any other provision of this Agreement, the terms and conditions of this Agreement apply to and bind the Owner, Consignor and Consignee of the Goods (if not the Customer) as if they were original parties to this Agreement and subject to any obligations or liabilities of the 'Customer' throughout. The consignment of the Goods by the Consignor and/or receipt of the Goods by the Consignee will be deemed to be acceptance of the terms and conditions of this Agreement by those persons.

The request or giving of any instructions for the performance of any Services by the Customer constitutes acknowledgement that the Customer, on its own behalf and on behalf of the owner, Consignor and Consignee of the Goods (if not the Customer) and any other person on whose behalf the Customer is acting, has received, read, understood and agrees to be bound by the terms and conditions of this Agreement and constitutes authorisation by the Customer for Sienalex Transport to provide the Services in accordance with the terms of this Agreement.



4. REQUESTS AND ORDERS FOR SERVICES

No request or order for Services submitted by or with the authority of the Customer is deemed to be accepted by Sienalex Transport unless and until confirmed in writing by an authorised representative of Sienalex Transport. No order which has been accepted by Sienalex Transport may be cancelled.

Sienalex Transport reserves the right to accept or reject (in whole or in part), in its absolute discretion, any request or order for Services received by it. Sienalex Transport will not be liable for any Claim or Damage the Customer, Consignor or Consignee may suffer as a result of any acceptance or rejection.

5. NOT A COMMON CARRIER

Sienalex Transport is not a common carrier and accepts no liability as such. Sienalex Transport reserves the right to refuse to provide Services in respect of any or any class of person or Goods at its discretion.

6. CUSTOMER'S OBLIGATIONS AND WARRANTIES

The Customer warrants that:

- a) the Goods comply with all the applicable laws, customs and other requirements of any Authority;
- b) the description and all particulars of the Goods provided by the Customer, Consignor and their respective Personnel are complete and correct;
- c) the Goods are properly packed and labelled, unless previously agreed in writing that Sienalex Transport will do so;
- d) it will give sufficient and executable instructions in relation to the Goods, both generally and upon request by Sienalex Transport;
- e) the Goods will not be subject to any inherent vice, wastage or deterioration;
- f) the Services are not acquired for personal, domestic or household use or consumption;
- g) that any Services requested, ordered or provided under this Agreement are for the purposes of a business, trade, profession or occupation carried on or engaged in by the person for whom the Services are provided.

7. PACKAGING

The Customer must (and must ensure that the Consignor does) securely package and fully enclose the Goods before delivery to or collection by Sienalex Transport in a manner that is both customary and sufficient to withstand the conditions that may reasonably be expected during the provision of the Services, unless previously agreed in writing that Sienalex Transport will do so.

All Goods must conform to any requirements of Sienalex Transport communicated to the Customer or Consignor and the Customer is liable for any expense caused by non-conformance.

If pallet or package weight is not included in the weight of the Goods nominated by the Customer or Consignor, each pallet or package will be charged at a rate determined by Sienalex Transport.

Markings and delivery details not related to the current Goods or Services must be removed or covered. All Goods must be accompanied by a valid Sienalex Transport consignment number and delivery details including the Customer's name, address and telephone number, the Consignor's name, address and telephone number (if different to the Customer), the Consignee's name, address and telephone number (if different to the Customer) and the description and metric weight of the Goods (including individual pallets or packages).

Sienalex Transport may carry, store, redirect, handle, remove, inspect, assemble, erect, pack, unpack, load, unload or consolidate the Goods, including with other goods.

The Customer is responsible for the return to the proper owner of any returnable Containers which were provided to Sienalex Transport with the Goods.

8. DANGEROUS AND HAZARDOUS GOODS

Unless previously agreed in writing, the Customer warrants that it will not (and that it will ensure that the Consignor does not) tender or arrange for the provision of any Services in respect of or cause Sienalex Transport to deal with or handle, Dangerous Goods unless a full description disclosing the dangerous, hazardous or damaging character of those goods is notified to Sienalex Transport at the time of requesting or placing any order for any Services in respect of any such Goods.

The Customer warrants that all information provided by it or the Consignor in relation to any Dangerous Goods is complete and correct.

The Customer is liable for all Claims and Damage caused wholly or partially by a breach of this clause by it or the Consignor.

Sienalex Transport may return to the Customer or destroy, dispose or make harmless Goods tendered in breach of this clause or in breach of any law or regulation, without liability and at the Customer's risk and expense.

Irrespective of whether Sienalex Transport has been informed that any Goods are Dangerous Goods, if Sienalex Transport reasonably considers that the Goods may cause or pose a risk of injury or damage to any other goods, property, life or health, or are tendered in breach of this clause, Sienalex Transport can do anything that it considers appropriate to avoid or reduce any such risk, including disposing of, rendering harmless, abandoning, returning to the Customer or destroying all or any part of the Goods, without notice or liability and at the Customer's risk and expense.

9. SPECIAL INSTRUCTIONS

The Customer warrants that it will not (and that it will ensure that the Consignor does not) tender any Goods which require temperature control without previously giving written notice of their nature and the particular temperature range to be maintained and, in the case of a temperature controlled Container packed or stuffed by or on behalf of the Customer, the Customer further warrants that:

- a) the Container has been properly pre-cooled or pre-heated as appropriate;
- b) the Goods have been properly packed or stuffed in the Container;
- c) the Container's thermostatic controls have been properly set by the Customer; and
- d) if the Container is not supplied by Sienalex Transport, the Container is suitable for the provision of the Services and is and will remain for the duration of the Services in good working order and condition.

Unless agreed in writing, Sienalex Transport shall not be obliged to make any declaration for the purposes of any statute, convention or contract as to the nature or value of any Goods or as to any special interest in delivery or to make any declaration as to specific stowage requirements of any Goods.

Unless agreed in writing or otherwise provided for under the provisions of a document signed by Sienalex Transport, instructions relating to the delivery or release of Goods against payment or against surrender of a particular document shall be in writing.

Unless agreed in writing that the Goods shall depart or arrive by a particular date, Sienalex Transport accepts no responsibility or liability for departure or arrival dates of Goods.

10. CONTAINERS

If a Container has not been packed or stuffed by Sienalex Transport, Sienalex Transport shall not be liable for loss of or Damage to the contents caused by:

- a) the manner in which the Container has been packed or stuffed;
- b) the unsuitability of the contents for carriage in Containers, unless Sienalex Transport has approved the suitability;
- c) breach of any of the 'Special Instructions' in clause 9 relating to Customer or Consignor-supplied Containers;
- d) the unsuitability or defective condition of the Container, provided that where the Container has been supplied by or on behalf of Sienalex Transport this paragraph (c) shall only apply if the unsuitability or defective condition of the Container:
 - i. arose without any negligence or breach of this Agreement on the part of Sienalex Transport; or
 - ii. would have been apparent upon reasonable inspection by the Customer, Consignor or any person acting on its behalf;
- e) the fact that the Container is not sealed at the commencement of the carriage, except where Sienalex Transport has agreed to seal the Container.

Where Sienalex Transport is instructed to provide a Container, in the absence of a written request to the contrary, Sienalex Transport is not under an obligation to provide a Container of any particular type or quality and the Customer must satisfy itself (or must ensure that the Consignor satisfies itself on the Customer's behalf) that any such Container provided is suitable in all respects.

The Customer must return any Containers provided by Sienalex Transport or its Personnel clean and undamaged to a place or point of interchange nominated by Sienalex Transport within any time prescribed by Sienalex Transport, or if no time is prescribed, 7 days, failing which the Customer is liable for any detention, loss or expense incurred as a result thereof, including but not limited to demurrage, container detention charges, the costs of replacement, transportation, cleaning and repair.

11. METHOD AND ROUTE

Unless otherwise agreed in writing, Sienalex Transport shall be entitled to enter into contracts on behalf of itself or the Customer and without notice to the Customer:

- a) for the carriage of Goods by any route, means or person;
- b) for the carriage of Goods of any description, whether containerised or not, on or under the deck of any vessel;
- c) for the storage, packing, transshipment, loading, unloading or handling of Goods by any person at any place whether on shore or afloat and for any length of time;
- d) for the carriage or storage of Goods in containers or with other goods of whatever nature;
- e) for the performance of its own obligations, and to do such acts as Sienalex Transport reasonably considers may be necessary or incidental to the performance of Sienalex Transport's obligations.

Sienalex Transport shall be entitled (without incurring any additional liability), but shall be under no obligation, to depart from the Customer's instructions in any respect if Sienalex Transport considers there is good reason to do so in the Customer's interest.

Sienalex Transport may at any time comply with the orders or recommendations given by any Authority. The responsibility and liability of Sienalex Transport in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.

Sienalex Transport shall be entitled (but under no obligation) at any time and from time to time to inspect the Goods and, for this purpose, to open or remove any Containers.

If at any time Sienalex Transport reasonably considers that the carriage of the Goods should not be undertaken or continued or only continued after effecting any necessary Incidental Matters or incurring additional expense or risk, Sienalex Transport shall be entitled to:

- a) abandon the provision of any Services in respect of the Goods or to effect such additional Incidental Matters and incur such additional expense as may be reasonably necessary in order to enable the provision of any Services to be effected or further effected; and
- b) be reimbursed by the Customer for the cost of all such additional Incidental Matters and all such additional expense incurred.

If Sienalex Transport (or any person whose services Sienalex Transport makes use of) considers:

- a) the performance of Sienalex Transport's obligations are likely to be effected by any hindrance, risk, delay, difficulty or disadvantage whatsoever; and
- b) the hindrance, risk, delay, difficulty or disadvantage cannot be avoided by reasonable endeavours of Sienalex Transport or such other person,

Sienalex Transport may (upon giving notice in writing to the Customer, unless it is not reasonably possible to give such notice) treat the performance of its obligations as terminated and may, at the Customer's expense, place the Goods or any part of them at the Customer's disposal at any place which Sienalex Transport deems safe and convenient, at which time Sienalex Transport's responsibility and liability in respect of the Goods shall cease absolutely.



12. DELIVERY

The Customer must or must ensure that the owners or Consignee of the Goods accept delivery of the Goods at the conclusion of the provision of the Services or when requested to do so by Sienalex Transport.

If the Customer or owner or Consignee of the Goods fails to take delivery of the Goods, Sienalex Transport shall be entitled to store the Goods in the open or under cover, without liability and at the Customer's risk and expense.

Where Sienalex Transport is required to deliver the Goods:

- a) Sienalex Transport must deliver the Goods to the Address, if provided, and delivery will be deemed to be complete at the time that Sienalex Transport leaves the Goods at the Address;
- b) by rail to an Address in a place where Sienalex Transport has no receiving depot, delivery occurs when the Goods are delivered to the nearest rail head to the Address;
- c) if the Address is unattended, Sienalex Transport may (but is not obliged to) store and redeliver the Goods, and the Customer will indemnify Sienalex Transport for all expenses incurred by storage and attempted or actual redelivery.

13. STORAGE

Where the Services include storage of Goods by Sienalex Transport:

- a) The Customer warrants that the Goods are suitable for storage and capable of withstanding the conditions and duration of storage;
- b) Within 28 days of Sienalex Transport's request, the Customer must pay any storage Charges and remove or take delivery of the stored Goods (Removal);
- c) Where storage Charges in respect of the Goods are unpaid for 1 month, the Customer is required to pay the storage Charges within 7 days (Storage Payment).

If the Customer fails to comply with the requirement of Removal or Storage Payment, Sienalex Transport may deal with the Goods in any way it sees fit including, opening and selling the Goods by public auction or private treaty at the Customer's risk and expense and applying the proceeds of any sale to the Charges then in arrears.

14. CHARGES AND PAYMENT TERMS

14.1 Earning of Charges: All Charges are deemed fully earned by Sienalex Transport upon delivery or collection of the Goods.

14.2 General Payment Obligation: All Charges are payable in full, without deduction, deferment, counterclaim, or set-off of any kind, subject to the specific payment terms outlined below.

14.3 Specific Payment Terms:

- 14.3.1 Non-Account Customers (COD): For Customers who do not have an approved account with Sienalex Transport, payment of the Price is due in full as Cash On Delivery (COD).
- 14.3.2 Account Customers (Credit Terms): For Customers who have an approved account with Sienalex Transport, payment of the Price is due either 14 days or 30 days from the date of the invoice, as determined by the agreed credit terms.

14.4 Immediate Payment Upon Triggering Events: Notwithstanding any agreed credit terms, all outstanding amounts shall be deemed immediately due and payable in any of the following circumstances:

- 14.4.1 Non-Payment: There is non-payment of any sum by the specified due date.
- 14.4.2 Insolvency Events: The Customer is bankrupted, enters into administration, liquidation, or receivership.
- 14.4.3 Adverse Financial Change: There is a change in the financial position of the Customer that materially and adversely affects its ability to pay for the Goods and/or Services.

14.5 No Set-Off or Deduction: Unless expressly prohibited by law, all payments to Sienalex Transport must be made without any set-off (whether arising at law or in equity) or counterclaim (whether arising at law or in equity) and free and clear of any withholding or deduction whatsoever.

14.6 Payment by Negotiable Instrument: Receipt by Sienalex Transport of a cheque, bill of exchange, or other negotiable instrument does not constitute payment until such instrument results in Sienalex Transport receiving cleared and immediately available funds for the entire amount of the instrument. Sienalex Transport will present cheques for payment within a reasonable timeframe.

14.7 Credit Card Payments: Sienalex Transport reserves the right to decline payment by credit card (including, but not limited to, Mastercard, Visa, Diners Club, or American Express) due to the imposition of merchant fees by credit card providers, which reduce the net amount received by Sienalex Transport.

14.8 Credit Card Surcharge: In the event that Sienalex Transport elects to accept payment by credit card, the Customer agrees to be liable for and to pay a surcharge to Sienalex Transport to cover all merchant fees incurred by Sienalex Transport and/or deducted from the payment by the credit card company ("Surcharge").

14.9 Invoicing for Surcharge: Sienalex Transport reserves the right to invoice the Customer separately for any Surcharge, which invoice may be issued independently of the delivery of the Customer Goods, Goods and/or Services to which it relates.

14.10 Standard Charge Calculations: Unless otherwise agreed in writing, charges are calculated based on the greater of the actual deadweight or cubic volume of the Goods, as determined in Sienalex Transport's discretion. Standard industry practices will be used for calculating deadweight and cubic volume.

14.11 Additional Charges:

- **14.11.1 Delays:** Delays in excess of the specified time allowance provided in our quote will incur supplementary charges. If no specified time allowance exists or no quote was provided, a standard allowance of one (1) hour will apply, commencing from the time our collection or delivery vehicle arrives at the designated entry point to the Customer's or Agent's premises. Any delay exceeding this allowance may be subject to additional charges.
- **14.11.2 Other Expenses:** Sienalex Transport reserves the right to charge for any additional expenses incurred, including but not limited to: inaccurate declarations regarding Goods, failed deliveries, futile pick-up attempts, storage costs, and/or expenses resulting from inaccurate delivery instructions.

15. PAYMENT

Subject to any statutory rights the Customer may have and which are unable to be excluded, all payments accepted by Sienalex Transport are non-refundable.

Any payments tendered by the Customer to Sienalex Transport shall be applied in the following order:

- a) in payment of any interest charged;
- b) in payment of any storage fees charged; and
- c) in satisfaction of any other amounts payable under this Agreement, including under any indemnity.

If there is any underpayment of any Charges by way of any mistake or omission on the part of Sienalex Transport, the difference between the Charges agreed pursuant to this Agreement and the amount paid by the Customer is a debt due from the Customer to Sienalex Transport and the Customer must pay that difference within 5 days of request by Sienalex Transport.

Sienalex Transport will not collect any payment on delivery on behalf of the Customer, even if instructed so.

If the Customer specifies that some other person will pay the Charges, the Customer remains responsible for the payment of those Charges. If that person fails to pay the Charges when due, the Customer must pay the Charges within 5 days of request by Sienalex Transport.

The Customer must pay to Sienalex Transport interest on any unpaid amounts from the date when due until payment, at the rate of 5% above the maximum unsecured business overdraft rate charged by Sienalex Transport's bankers from time to time being in force.

Time is of the essence in respect of the Customer's obligation to make payment for the Services.

16. CLAIM FOR DAMAGE

Any claim for loss or Damage whatsoever must be notified in writing to Sienalex Transport within 72 hours of the earlier of the time of delivery or time at which delivery should have been made of the Goods lost, damaged or delayed or in respect of which or arising from any loss or Damage is incurred. Failure to give any such notice is prima facie evidence of the satisfactory delivery of any Goods and performance of the Services.

Sienalex Transport shall be discharged from all liability whatsoever in respect of the Goods or otherwise arising under or in connection with this Agreement, unless suit is brought within one year of their delivery or of the date when they should have been delivered.

17. INSURANCE

In the absence of agreement between the parties in writing that Sienalex Transport will take out insurance cover for the Goods, the Customer may take out its own insurance cover for the Goods and must make Sienalex Transport a co-insured to the Customer's insurance policy.

Sienalex Transport may at any time arrange reasonably required insurance, for an additional fee, over the Goods, which the Customer agrees to pay.

18. TRUSTEE PURCHASER

If the Customer enters into the Agreement as the trustee of a trust, it is acknowledged that the Customer will be liable under this Agreement both as trustee of the trust and in the Customer's own right and that, in addition, the assets of the trust will be available to satisfy the Customer's liabilities under this Agreement.

19. POSSESSORY LIEN

Sienalex Transport has a possessory lien over the Goods and any other property of the Customer or documents relating thereto in its actual or constructive possession or control from time to time with respect to any Charges due from the Customer to Sienalex Transport under this or any other Agreement, including the exercise by Sienalex Transport of any rights or remedies under this Agreement.

Sienalex Transport may sell the Goods by public auction or private treaty at the Customer's risk and expense and apply the proceeds to pay any Charges due, after providing at least 15 days' written notice to the Customer's last known place of business or registered office of its intention to do so.

In the event that any such sale proceeds are insufficient to pay all Charges due, Sienalex Transport retains the right to recover any balance of unpaid Charges.

20. SECURITY

The Customer grants to Sienalex Transport a security interest in:

- a) all Goods and any documents relating thereto; and
- b) all other present and after-acquired property of the Customer of any kind; and
- c) all proceeds relating to the same (Collateral),

to secure the payment of all Charges owing by the Customer from time to time to Sienalex Transport and the performance of all the Customer's obligations under this Agreement.

The Customer acknowledges and agrees that this Agreement constitutes a security agreement for the purposes of the PPS Act and is in addition to any other contractual lien or lien arising under common law or other relevant law. The Customer acknowledges that Sienalex Transport may, at the Customer's cost, register or amend its security interest in the Collateral on the PPSR.

The Customer undertakes, at its cost, to do all things that Sienalex Transport may require from time to time to perfect, preserve, maintain or otherwise give full effect to the security interest in the Collateral.

To the extent the law permits, Sienalex Transport need not comply with and the Customer waives its right to receive any notice of any action or intended action under or otherwise required by:

- a) any of the provisions referred to in sections 115(1) and (7) of the PPS Act;
- b) any provision of the PPS Act (including notice of a verification statement);
- c) any other law before a secured party exercises a right, power or remedy; and
- d) any time period that must otherwise lapse under any law before a secured party exercises a right, power or remedy.

21. FORCE MAJEURE

If either party is prevented or delayed (directly or indirectly and in whole or part) from performing any obligation arising under this Agreement (other than the Customer making any payment to Sienalex Transport or taking delivery of any Goods) by reason of any cause outside its control, including strike, lockout, labour dispute or shortage, trade dispute, fire, breakdown, flood, serious inclement weather, cyclone, natural disaster, earthquake, lightning, explosion, accident, road or rail closure, rail derailment, wharf delays, act or omission of air traffic control, act of god, acts of war, acts of public enemies, terrorist acts, sabotage, epidemic, quarantine restriction, riots or civil commotion, then that party's obligations will be suspended and the time for their performance extended for the duration of such event or occurrence upon the affected party providing notice of force majeure and details of the event or occurrence and its expected duration to the other party. If a party is prevented or delayed from performing any obligation for more than 14 days, the other party may terminate this Agreement.

22. RISK AND LIABILITY

Subject to any mandatory law not able to be excluded, the Goods are at the sole risk of the Customer at all times. Unless expressly agreed in writing, Sienalex Transport will not be liable for any loss or Damage, including Consequential Loss, whether or not any such Damage or Consequential Loss occurs in the course of performance by Sienalex Transport of the Services or when otherwise in the possession of Sienalex Transport pursuant to this Agreement, for any reason whatsoever, including without limitation, negligence, breach of contract, bailment or wilful act or default of Sienalex Transport.

23. TERMINATION

Sienalex Transport may terminate this Agreement at any time by giving the Customer 14 days' notice in writing.

Either party may terminate this Agreement immediately by written notice to the other party if the other party:

- a) is in default under the terms of this Agreement and does not remedy any such default (if capable of remedy) within 14 days' notice requiring it to do so; or
- b) goes into liquidation or provisional liquidation, has an administrator or controller appointed to it or any of its property, fails to comply with a statutory demand, is unable to pay its debts or otherwise becomes insolvent.

On termination or expiry of this Agreement the Customer must immediately pay all outstanding amounts due to Sienalex Transport, whether or not time for payment has otherwise arisen.

Termination pursuant to this clause does not affect any accrued right or obligation.

24. NOTICES

A notice under this Agreement must be signed by or on behalf of the party giving it, addressed to the party to whom it is to be given and:

- a) delivered by hand to that party's address;
- b) sent by pre-paid mail to that party's address; or
- c) sent by email to that party's email address.

A notice given to a party in accordance with this clause is treated as having been given and received if:

- a) delivered to a party's physical or email address, on the day of delivery if a Business Day, otherwise on the next Business Day; or
- b) sent by pre-paid mail, on the fifth Business Day after posting.

For the purposes of this clause the addresses and email addresses of a party are those set out in this Agreement, or another address of which either party has given notice from time to time.

25. GST

To the extent that a party makes a Taxable Supply under or in connection with this Agreement, the consideration payable by a party under or in connection with this Agreement represents the value of the Taxable Supply for which payment is to be made and on which GST is to be calculated.

If a party makes a Taxable Supply under or in connection with this Agreement for a consideration, which represents its value, then the party liable to pay for the Taxable Supply must also pay at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

The right of a party to payment under this clause is subject to a Tax Invoice being issued and delivered by the supplier of the Taxable Supply to the recipient.

26. LIMITATION AND INDEMNITY

Subject to any other term of this Agreement and to the extent that any provision of this Agreement is held to be contrary to any provision of Part 2-3 of the Australian Consumer Law, Sienalex Transport will not be liable for any loss or Damage, including Consequential Loss, whether or not any such Damage or Consequential Loss occurs in the course of performance by Sienalex Transport of the Services or when otherwise in the possession of Sienalex Transport pursuant to this Agreement, for any reason whatsoever, unless and to the extent caused or contributed to by the breach of this Agreement by or negligence of Sienalex Transport.

To the extent that any liability of Sienalex Transport is subject to any mandatory law not able to be excluded, including the Australian Consumer Law, then Sienalex Transport's liability shall in all events be limited to, at Sienalex Transport's option:

- a) In the case of any goods supplied by Sienalex Transport:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of the goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - iv. the payment of the cost of having the goods repaired;
- b) In the case of any Services supplied by Sienalex Transport:
 - i. the supplying of the Services again; or
 - ii. the payment of the cost of having the Services supplied again.

The Customer agrees to defend, indemnify and keep indemnified upon demand and release and hold harmless Sienalex Transport and its Personnel in respect of all Claims and Damage howsoever arising out of or in relation to:

- a) Any breach of any warranty given by the Customer in respect of the Goods;
 - b) Sienalex Transport acting in accordance with any instructions of the Customer or its Personnel;
 - c) Any breach of the terms of this Agreement by the Customer or its Personnel;
 - d) Any negligent act or omission of the Customer or its Personnel;
 - e) Any duties, taxes, imposts, levies, deposits and outlays whatsoever levied by any Authority in respect of the Goods and for all payments, fines, costs, expenses, loss and damage whatsoever incurred or sustained by Sienalex Transport in connection therewith;
 - f) Loss, damage, contamination, soiling, delay detention or demurrage of any property of Sienalex Transport or any third party, including any Containers;
 - g) Cancellation by the Customer or its Personnel of any request or order for any Services;
 - h) Sienalex Transport exercising any right under the terms of this Agreement;
 - i) Any unplanned storage and redelivery of Goods;
 - j) Disposal, destruction, abandonment or rendering harmless any Goods in accordance with the terms of this Agreement,
- except and to the extent caused or contributed to by the breach of this Agreement by or negligence of Sienalex Transport.



27. GENERAL

The Customer is required to comply with all applicable laws, in particular safety laws, heavy vehicle chain of responsibility laws and laws relating to the carriage of dangerous Goods.

The Customer warrants that it has in place work policies and practices to ensure its compliance with all such laws and that it will not do or require anything to be done that requires, causes or encourages any other person to contravene any such laws.

Sienalex Transport may perform all or any part of the Services using one or more contractors or subcontractors.

Sienalex Transport enters into this Agreement as the agent and trustee for all such contractors and subcontractors, who have the benefit of these terms and conditions, including any limitations or exclusions of liability, as if this Agreement was entered into by such contractors and subcontractors.

This Agreement may only be amended in writing and signed by all parties.

The Customer must not assign or deal with any right under this Agreement without the prior written consent of Sienalex Transport and any purported dealing in breach of this clause is of no effect.