

SERVICE CONDITIONS

1. Definitions

"Australian Consumer Law"	means Schedule 2, <i>Competition and Consumer Act 2010</i> (Cth).
"charges"	means our quoted charges for services calculated under our rates schedule or other agreed rates, any taxes, duties and government charges levied on the services and any other amounts under conditions 6.3 or 7.
"collection Point"	means any premises used as an alternate delivery address or drop-point for the collection and storage of parcels.
"consumer"	has the meaning given in section 3 of the Australian Consumer Law.
"contract"	means the transport or services contract between you and us including these conditions as amended from time to time (see https://www.myteamge.com/web/guest/terms-and-conditions)
"credit note"	means a document entitled "Credit Note" we give you or a person you nominate in writing.
"dangerous goods"	means any articles or substances which are, or may become, a risk to health, safety, property or the environment and include, without limitation, articles or substances so classified, specified or listed in laws or the International Air Transport Association dangerous goods regulations.
"force majeure event"	means anything outside our reasonable control, including without limitation, fire, storm, flood, earthquake, lightning, explosion, accident, planned or unplanned road or rail closures, rail derailment, wharf delays, war, terrorism, sabotage, epidemic, quarantine restriction, labour dispute or shortage, act or omission of air traffic control, airline pilot or any third person or public authority.
"goods"	means the goods picked up or received from you or on your behalf.

"hand to hand"	means specialised time sensitive services for government classified, high value, sensitive, regulated or high security freight within Australia.
"laws"	means all applicable laws, regulations, guidelines, codes, standards or policies of the Commonwealth of Australia, any state, territory or local authority.
"pallet"	mean pallets or other pooled equipment (wooden, metal, plastic or otherwise) used to assist in moving freight which incurs third party hire costs such as pallets provided by Chep, Loscam or another company which may join the pallet hire pooling in the Australian supply chain.
"personal information"	has the meaning given in the <i>Privacy Act 1988</i> (Cth).
"PPSA"	means the <i>Personal Property Securities Act 2009</i> (Cth).
"Privacy Laws"	means the <i>Privacy Act 1988</i> (Cth), the <i>Spam Act 2003</i> (Cth) and all other laws, mandatory and applicable codes of practice and regulations in Australia which relate to the privacy, protection, use or disclosure of Personal Information.
"safe"	means Strait Link Logistics has placed the goods in a location that Strait Link Logistics believes is not in public view, is in a weatherproof position, is not likely to be interfered with by pets/animals, the goods are not visibly damaged, the address is clear and unambiguous and the delivery does not contain alcohol.
"services"	means the operations we undertake for the goods including our IT systems, processes and software.
"sign" or "signature"	includes provision in electronic form.
Strait Link Logistics	means Strait Link Logistics Pty Ltd ACN 684 938 743.
"subcontractor"	means any person we arrange to provide services for the goods and any person who is an employee, agent or subcontractor of that person.

"us, we, our and Strait Link Logistics"	means Strait Link Logistics Pty Ltd ACN 684 938 743 and its related bodies corporate within the meaning of that expression in section 9 of the <i>Corporations Act 2001</i> (Cth) carrying on business in their own names and any business names and their officers, employees, agents and subcontractors.
"writing"	means any representation of words, figures or symbols capable of being rendered in visible form.
"you" and "your"	means the person contracting with us.

2. Consumer contract

The Australian Consumer Law confers rights on consumers and in respect of consumer contracts and small business contracts. If you are a consumer within the meaning of the Australian Consumer Law and the receiver of the goods you consign is not carrying on a business, trade, profession or occupation in relation to those goods, you will be entitled to the benefit of guarantees which cannot be excluded although the amount which you may recover may be limited. The contract does not affect any rights you have under the Australian Consumer Law. The contract will be modified to the extent required for compliance with the Australian Consumer Law.

3. What you need to know about us and our services

- 3.1** We are not common carriers, do not accept any liability as common carriers and may refuse to provide services to any person or goods for any reason.
- 3.2** We rely on the details supplied to us but we do not admit their accuracy or completeness and our signature is only an acknowledgement for the number of items picked up or received by us.
- 3.3** Our services commence when we pick up or receive the goods and we earn our charges then.
- 3.4** We will not exchange any pallet and you must not transfer any pallet to our pallet accounts unless we agree in writing. We do not and will not accept any responsibility or liability for any other pallet(s) delivered into our possession, custody or control.
- 3.5** We will not collect any cash on delivery unless we agree in writing.
- 3.6** We will have delivered the goods if at the delivery address, we obtain an acknowledgement of delivery or if delivery occurs under condition 3.7.
- 3.7** We may at your risk and expense leave the goods at the delivery address if it is safe to do so or if you so authorise us; store the goods; return or take them to a collection point or return them to the sender (each of which constitutes delivery) if:
 - a)** the delivery address you or your agent give us is unattended for any reason at all; or
 - b)** the receiver fails to take delivery of the goods.

We can:

- a)** deviate from any usual route or method of transport to provide the services;
- b)** subcontract the whole or any part of our services;
- c)** do anything reasonably appropriate in the circumstances including disposing or destroying goods if we reasonably believe the goods are misdescribed, you haven't given us an appropriate declaration about them, or they may become dangerous goods;
- d)** open and inspect the goods at any time without notice to you to determine their nature, condition, ownership or destination;

- e) carry, store, handle, remove, assemble, erect, pack, unpack, load, unload or consolidate the goods with others;
- f) lease, hire or enter into any agreement for, or use, any aircraft, ship, container, pallet or rail wagon to provide the services; and
- g) complete any documents required to comply with any laws.

3.8 If we store the goods:

- a) we can require you to remove them if you do not pay the charges when due;
- b) we do not have to make them available until all charges have been paid and you sign, or a person authorised in writing by you signs a receipt for them; and
- c) we can return them to you at your last known address if you do not remove them when we require or we give you notice to remove them.

3.9 We:

- a) claim a general or particular lien over the goods for all charges under the contract;
- b) may under the lien sell the goods by public auction or private sale to recoup any overdue charges 30 days after making reasonable efforts to contact you, so long as the charges are not the subject of a current dispute or claim raised by you;
- c) may sell or dispose of any uncollected or deliverable goods 30 days after making reasonable efforts to contact you and do not have to account to you for the sale or disposal unless required by law; and
- d) may set-off or deduct from any payment due to you any amount you owe us under the contract.

3.10 You agree that the services provided under this contract are not dedicated cold storage services and must not be used for goods with a high degree of temperature sensitivity unless expressly agreed with us. If a temperature control section is completed on our or your documentation, then the Parties agree:

- a) we will use reasonable endeavours to provide the services at temperatures within accepted tolerance levels;
- b) you acknowledge temperature variations can occur;
- c) any temperature record maintained by us will be conclusive of the temperatures during the services; and
- d) subject to condition 2 of this contract and any consumer guarantees that apply, we will not be liable for the consequences of any temperature variations that might occur.

3.11 We contract as agent and trustee for our employees, agents and subcontractors, so they also have the benefit of the contract and these conditions (including any exclusions or limitations of liability we have) to the same extent as us and as if they were parties to it.

3.12 We will comply with the Privacy Laws in respect of any personal information which we receive or have access to in connection with the provision of our services.

3.13 Goods carried, or handled, by us may be subject to compulsory security screening. You accept and acknowledge that the goods may be opened and the contents of your consignment may be examined during delivery

4. Your promises

You promise us:

- a) you are either the owner or the authorised agent or the owner of the goods and have authority to enter into the contract;
- b) you or your agent have fully and accurately described the goods and their value; and
- c) you will comply with all laws and the goods can be safely handled and transported and are packed to withstand the ordinary risks of the services.

Further, you acknowledge and agree that if we give you possession of our plant, container or equipment ("personal property") at any time during our provision of the services:

- a) the personal property is and remains at all times our property and at all times you hold the personal property as bailee for us; and
- b) you must not offer to sell, assign, sub-let, mortgage, pledge or otherwise part with possession or deal with the personal property in any way which is inconsistent with our rights over the personal property; and
- c) we are permitted at any time to retake possession of the personal property; and
- d) you will not retain continuous possession of the personal property for more than 90 days (in the case of *serial numbered goods* as defined under the PPSA), or more than 1 year in any other case.

5. What you must do and not do

5.1 You must, or cause your agent to:

- a) provide us with all necessary documentation for the services and fully accurately and legibly complete the label on the goods and the sender and receiver panel on the front of the contract or any of our, or your, documentation;
- b) give us an appropriate declaration about any dangerous goods and notify us if the goods require special handling;
- c) if you are not the receiver, make the goods conform to the receiver's requirements;
- d) if our services include storage or holding of goods:
 - 1) give us at least 7 days' notice if you intend to collect them or have them collected or redelivered; and

- 2) remove the goods within 7 days if we give you notice to remove them; and
 - e) if requested by us, do all things and execute all documents necessary or we reasonably require to give full effect to the contract and the transactions contemplated by it.
- 5.2** You indemnify us against any cost or liability we incur, pay or have to pay in dealing with any claim against us for loss or damage to property or illness, injury or death, to the extent caused:
- a) by the goods or your breach of contract or these conditions, including the failure of the goods to pass any applicable security screening;
 - b) because one of your promises is incorrect; or
 - c) by a negligent or unlawful act or omission or willful misconduct of you or the receiver or any person acting for you or the receiver, and there is no need for us to suffer loss or damage before enforcing this right of indemnity.
- 5.3** To the extent permitted by law, you irrevocably waive any right you may have to receive notices under sections 124(2) (seizure of collateral – notice to grantor), 130 (notice of disposal), 132(3)(d) (contents of statement of account after disposal), 132(4) (statement of account if no disposal), 135 (notice of retention) and 157(1) (verification statement) of the PPSA.

6. Our charges

- 6.1** You or the person you nominate must pay our charges within 7 days of the date of invoice unless otherwise advised by us.
- 6.2** You must pay the charges if the person nominated to pay the charges doesn't do so.
- 6.3** You must also pay:
- a) any applicable fees and/or surcharges notified to you, including as a result of any applicable regulatory, legislative or directive imposed on us as amended from time to time;
 - b) our reasonable costs to comply with any laws or requirements of any market, harbour, dock, railway, airline, shipping, excise, customs or warehouse authority not included in our charges;
 - c) any excise, customs duty or applicable taxes (including any fine or penalty);
 - d) the reasonable costs, reasonable expenses or losses (subject to us taking all reasonable steps to mitigate its losses) to us: of destruction or disposal under condition 3.8(c); of opening or inspecting under condition 3.8(d); of futile delivery, redelivery, storage or return under conditions 3.7 or 3.9; of sale under conditions 3.10 or 3.11 or if there is any delay outside our control in loading or unloading greater than 5 minutes;
 - e) the cost of labour or machinery or both to load, unload, maintain or protect the goods; and
 - f) interest at the rate under the *Penalty Interest Rates Act 1983* (Vic) if any charges are not paid on the date for payment.

6.4 If you do not pay our invoice in full when due and after reasonable efforts to notify you, we may:

- a)** elect not to continue to provide our services to you;
- b)** suspend work until further payment is made; and
- c)** instigate legal proceedings without further notice.

Without prejudice to the above, we may take further action to recover any outstanding amounts due to us. Any reasonable costs, fees or disbursements that we incur in the recovery of the outstanding amounts, together with any interest, will be added to the amount due from you.

6.5 We may change our rates schedule or other agreed rates at any time with reasonable notice to you. If you do not agree with a rate change you may cancel the contract within 7 days of receiving notice.

6.6 We will provide our services at our GST inclusive charges up to the dollar amount of a credit note, within 12 months of its date.

6.7 A claim by either party regarding over or under billing under the contract must be made within 12 months of the date on which the alleged over or under payment arose.

6.8 Any consideration to be paid or provided for a supply made under or in connections with this contract, unless specifically described in this contract as GST inclusive, does not include an amount on account of GST.

6.9 Despite any other provision in this contract, if a party (Supplier) makes a supply under or in connection with this contract in respect of which GST is imposed (not being a supply the consideration for which is specifically described in this contract as GST inclusive):

- a)** the consideration payable or to be provided for that supply under this contract is increased by, and the recipient of the supply (Recipient) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
- b)** the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

7. Team GE Extra Service

7.1 This condition 7 about Team GE Extra Service applies if you require Team GE Extra Service or we have agreed Team GE Extra Service will apply to the services and you pay us the charge for Team GE Extra Service. Team GE Extra Service is not available for some services including Express Book & Pay.

7.2 Subject to the limitations in this condition 7, if goods other than those listed in condition 8.5 are lost or damaged while we are providing the service, and while the goods are in our possession, we will pay you, or the person you nominate, the lesser of:

- a)** \$500 or the amount agreed between you and us when you acquire the Team GE Extra Service (to a maximum of \$5,000 or other maximum advised by us);

- b) the substantiated cost of repairs to the goods; or
- c) the fair value of the goods as reasonably determined by us.

7.3 We will not pay if:

- a) you or the receiver do not substantiate the amount of the loss or damage when and as we reasonably request;
- b) the goods are lost or damage occurs while the goods are transported by air and the air carriage involves an ultimate destination or stop in a country other than the country of departure (in which case you may be entitled to compensation under the *Civil Aviation (Carriers' Liability) Act 1959* (Cth));
- c) you claim that the goods are lost and we are in possession of a point of delivery document for the consignment;
- d) we inform you (and provide you with reasons in writing) that, in our reasonable opinion:
 - 1) the packaging of the goods was insufficient or unsuitable for transportation;
 - 2) the goods were defective prior to commencement of the services; or
 - 3) the damage, mechanical failure or defect in the goods could not have been caused by the services;
- e) you claim the goods are lost but the goods have been returned to us (unless we have agreed that you are covered for this);
- f) we were not responsible for the total delivery of the goods to the delivery address;
- g) the delivery address is incorrect, incomplete or illegible or is a post office box, roadside drop or postal mail box;
- h) the damage to, or the loss of, the goods is due to a force majeure event; or
- i) you claim that the goods are lost and the goods were delivered unattended in accordance with an authority to leave.

7.4 If we pay the fair value of the goods we may retain or recover them and they become our property.

7.5 Team GE Extra Service is subject to the limitation and exclusion of liability in condition 8.6 and is only for physical loss or damage to the goods.

7.6 For us to pay you, you must make a claim by email at <https://www.myteamge.com/web/guest/contact-us> within 21 days of completion of the services or the date on which they should have been completed unless we, in our absolute discretion, agree to a longer period.

7.7 You must bear all expenses directly or indirectly incurred by you in making a claim under this condition 7.

- 7.8** Team GE Extra Service applies in addition to other rights and remedies you have under the Australian Consumer Law. To avoid doubt, nothing in this condition 7 affects any rights you have under the Australian Consumer Law.

8. Limitations and exclusions on our liability to you

- 8.1** Nothing in this condition 8 excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited (a Non-Excludable Condition). Where permitted by law, we limit our liability, for breach of a Non-Excludable Condition, to either the resupply of the service, or paying the cost of resupplying the service, in respect of which the liability arose.
- 8.2** We exclude from the terms on which our services are supplied all conditions, warranties, terms and guarantees implied by law, statute or custom except where this exclusion would contravene any law including the Australian Consumer Law or cause this condition to be void.
- 8.3** Subject to condition 8.1, condition 8.4, and any Team GE Extra Service claim we accept under condition 7, to the maximum extent permitted by law, we are not liable to you, or any third party, in contract, tort (including negligence), bailment or otherwise in law or equity for any loss whatsoever arising out of the provision of (or any failure to provide) the services and, without limiting the foregoing, this includes:
- a)** loss that you may incur arising from loss of, or damage to, your goods while those goods are in our custody or control unless you have purchased Team GE Extra Service for those goods (including where the loss or damage was caused by our negligence); and
 - b)** loss that you may incur arising from any delay in the delivery of the goods, or any non-delivery or miss-delivery of your goods.
- 8.4** Nothing in this contract will limit a party's liability for loss arising out of:
- a)** any illness, injury to or death of any person caused by a negligent act or omission of that party; or
 - b)** any gross negligence, fraudulent act or willful misconduct of that party.
- 8.5** You agree that the services provided under the contract are not dedicated 'hand to hand' services and must not be used for high value, sensitive or fragile goods, goods that may be harmed by being subject to security scans, or goods that are subject to regulation. You agree that, while we will use reasonable endeavours to avoid loss of, or damage to, your goods and subject to condition 8.1 of this contract, we will not pay for any loss or damage to:
- a)** documents or goods in prepaid wallets, satchels or envelopes;
 - b)** appliances with electrical components;
 - c)** computers, jewellery, pictures or picture frames, porcelain china, ceramic items, crystal, marble or enamel goods;
 - d)** goods the production, sale, import or export of which is prohibited by laws;

- e) dangerous goods;
- f) glass (including bottles and their contents), windscreens, car panels;
- g) precious stones or metals;
- h) currency or negotiable instruments;
- i) produce, liquids, perishable goods, floor or wall tiles, fragile goods;
- j) regulated waste, cigarettes; or
- k) goods under bond.

- 8.6** We will not pay for any loss of or damage to goods if it is caused by ordinary loss in weight or volume, shrinkage, ordinary leakage, ordinary wear and tear, insufficient and/or unsuitable packing or preparation, delay, inherent vice, a force majeure event, electrical or mechanical derangement or you or your agent overload or incorrectly load the transport vehicle.
- 8.7** If you have indicated that the receiver of the goods you are consigning is not carrying on a business, trade, profession or occupation in relation to those goods you warrant that the information provided by you, along with any other information you provided at the time of requesting the services, is accurate and complete. You shall be liable for, and shall indemnify Strait Link Logistics against, any costs, expenses, damage or loss arising from any breach of this condition by you.
- 8.8** Neither party shall be liable to the other party for indirect, economic, special or consequential loss or damage, loss of revenue, profit, production, business, anticipated savings or claims by your customer, even if the relevant loss or damage is foreseeable.
- 8.9** This condition 8 applies even in circumstances arising from a fundamental breach of contract or breach of a fundamental term.
- 8.10** Any liability of one party to the other party (second party) for loss or damage under the contract is proportionally reduced to the extent that the loss or damage was caused or contributed to by the second party. Each party has an obligation to mitigate its loss.

9. Force majeure

If we cannot carry out an obligation under the contract either in whole or in part because of a force majeure event, then our obligations under the contract will be suspended for the duration of the event or waived to the extent applicable.

- 9.1** Where we are affected by a force majeure event and have the ability to complete the service via an alternative transport method, we may continue to provide some or all of the services (even if those obligations are suspended under condition 9.1) and we may pass on the additional cost to you by giving you at least 3 days prior written notice.

10. Other matters which affect the contract

- 10.1** We may vary the contract from time to time and may make minor or non-substantive changes without notice. We will give you reasonable notice of any material changes to the contract by emailing you or by publishing notifications on the MyTeamGE page of our website.

The laws of Victoria apply to the contract and you must bring any proceedings against us in a court of Victoria.

- 10.2** If a condition or part of a condition is unenforceable, it must be severed from and does not affect the rest of the contract.
- 10.3** We are not bound by any waiver, discharge or release of a condition or any agreement which changes the contract, unless it is in writing and signed by or for us.
- 10.4** Conditions 3, 5, 6, 8 and 9 are essential conditions of the contract.
- 10.5** A reference to any law includes any statutory modification, substitution or re-enactment of it.