SGS ON DEMAND TERMS AND CONDITIONS

1. Definitions

"Carrier" means SGS On Demand (ABN 53 701 731 348), and extends to its related bodies corporate, employees, officers, agents, and any subcontractor engaged by SGS On Demand, and any employees, servants, officers or agents of any such subcontractor.

"Customer" means any person or entity that engages the services of the Carrier under these terms and conditions.

"Dangerous Goods" means Goods which are volatile or explosive or which are or may become dangerous, inflammable or offensive (including radioactive materials) and includes all Goods which are likely to fall within the definition of hazardous, dangerous, explosive, inflammable or radioactive in any legislation, regulations, code or convention relevant to the Services.

"Goods" means the cargo, baggage, equipment, machinery, plant or item in relation to which any part of the Services are performed, and any receptacle, Container, package, packaging or item in which they are contained or with which they are stored.

"Services" means the operations provided from time to time by the Carrier for the Customer, including but not limited to the transport, distribution, and warehousing of any Goods for or on behalf of the Customer.

Every exemption, limitation, defence and immunity available to the Carrier under these Terms extends to and is available to every person or entity included in the definition of "Carrier" above.

2. Status of the Carrier

2.1 The Carrier is not a common carrier and accepts no liability as such.

2.2 The Carrier reserves the right to refuse to provide any Services to the Customer, or to carry any Goods, without cause.

3. Price and Payment

3.1 The Customer agrees to pay the Carrier's invoice within 7 days of the date of invoice.

3.2 The Customer becomes liable for payment once the Goods are in the possession of the Carrier.

3.3 The Customer has no right under this Agreement to claim any amount as a set-off or deduction, irrespective of any dispute with the Carrier.

3.4 Where fees payable by the Customer remain unpaid for a period of 30 days after the date payment was due, interest on the overdue amount accrues daily at a rate 4% above the penalty interest rate at that time under the Penalty Interest Act 1983 (Vic).

3.5 If the Customer defaults in payment of any amount when due, then without prejudice to any other rights of the Carrier, all other amounts payable by the Customer to the Carrier which are not yet due immediately become due and payable, and the Customer is liable for all costs incurred by the Carrier in recovering any amount owed, including legal and mercantile agent costs.

3.6 The Carrier retains the right to refuse to provide further Services to the Customer where fees payable to the Carrier are overdue.

3.7 The Customer agrees to indemnify the Carrier for any expenses incurred by the Carrier in recovering unpaid monies from the Customer, including but not limited to legal fees, and agrees such expenses are reasonably incurred.

3.8 Any rates, charges or estimates given to the Customer are estimates only. The Carrier will determine the final charge prior to performance of the Services, and may revise charges (with or without notice, and with notice given where reasonably practicable) to reflect delays in loading or unloading not caused by the Carrier's default, redelivery attempts, or other costs incurred in connection with the Goods or Services. A fuel surcharge applies to all invoices.

4. The Services

4.1 This Agreement commences upon signing and continues to cover the supply of Services to the Customer as required from time to time, unless terminated by either party.

4.2 The Carrier does not separately verify information provided to it and relies solely on the information provided by the Customer.

4.3 The Carrier has sole discretion to provide the Services in any method it deems appropriate.

4.4 The Carrier may subcontract the whole or part of the Services on any terms it decides. Any such subcontract may be made on the subcontractor's own terms, and the Customer is bound by and subject to all exclusions and other terms of that subcontract, without recourse against the Carrier by reason of the Carrier entering into such an arrangement.

4.5 The Carrier will notify the Customer of any loss or damage caused to the Goods in the course of providing the Services as soon as practicable after the scheduled delivery time.

4.6 The Carrier will store and transport all Goods in a secure manner and take reasonable precautions to avoid unauthorised access to the Goods.

4.7 The Carrier will comply with all laws, orders, directions or recommendations made by any government or law enforcement agency in relation to the Goods and Services, without recourse by, and at the risk and expense of, the Customer.

4.8 The Customer authorises the Carrier to deliver Goods to the address provided by the Customer.

4.9 Goods are deemed delivered upon the Carrier receiving acknowledgement from any person at the delivery address.

4.10 Where there is no person to accept delivery and no authorisation to leave the Goods unattended, the Carrier may store the Goods as it deems appropriate, which may incur an additional charge.

5. Dangerous Goods

5.1 The Customer must disclose Dangerous Goods to the Carrier. The Carrier reserves the right to refuse or discontinue Services in relation to Dangerous Goods.

5.2 The Customer must label, classify, document and pack Dangerous Goods in accordance with the law applicable to the substance being carried.

5.3 If the Carrier forms the opinion that Goods are or may become Dangerous Goods, the Carrier may, without notice, destroy, dispose of, or abandon the Goods at the Customer's cost.

5.4 The Carrier may open any Goods at any time if it is necessary and reasonable to determine whether the Goods are safe.

6. Delivery of Goods

6.1 Transit commences when the Carrier takes possession of the Goods and ends when the Goods are delivered to the expected place of delivery, unless there is no safe or adequate place or unloading facility, in which case transit is deemed complete.

6.2 If the Carrier is unable to deliver the Goods, or transit is deemed complete under clause 6.1, the Carrier may return the Goods to the Customer at the Customer's expense.

6.3 The Carrier is not liable for the safe and proper packing and stowage of Goods packed by the Customer.

6.4 The Carrier is not liable for loss or damage arising from loading or unloading of Goods by equipment or persons provided by the Customer or a third party.

7. Risk and Insurance

7.1 Subject to law, the Goods remain at all times at the risk of the Customer.

7.2 The Customer must hold all relevant and necessary insurance to cover the Goods, including for loss or damage, and acknowledges that the limitation of liability in clause 8 makes this necessary.

8. Limitation of Liability

8.1 The Carrier excludes all terms, conditions and warranties implied into this Agreement by law, to the extent permitted by law. Where the Carrier is only permitted by law to limit its liability for breach of such an implied term, condition or warranty (a "Non-Excludable Condition"), the Carrier's liability for breach of that Non-Excludable Condition is limited, at the Carrier's option, to resupplying the Services or paying the cost of having the Services resupplied.

8.2 Subject to clause 8.1, the Carrier is not liable for any losses, liabilities, claims, demands, costs, damages or expenses (including consequential loss) ("Loss"):

> (a) suffered or incurred, or which may arise directly or indirectly, in respect of the Services supplied by the Carrier; (b) attributable to misdelivery, delay in delivery, non-delivery, deterioration, concealed damage, contamination or evaporation of Goods in the Carrier's care, custody or control; (c) suffered by any person arising out of or in relation to the carriage or storage of Dangerous Goods; or (d) arising from any statement, representation or information given by the Carrier about the matter, means, route, timing or procedure adopted in respect of the Services,

however caused, including as a result of negligence, breach of contract or statutory duty, or wilful misconduct or default by the Carrier.

8.3 The Carrier is not liable for lost or damaged pallets, and at no stage takes possession of pallets or responsibility for the transfer of pallets across accounts.

8.4 To the extent permitted by law, the Carrier is not liable to any person for special, indirect or consequential loss, loss of profit or revenue, loss of expected savings, loss of business contracts, opportunity costs, loss or reduction of goodwill, damage to reputation, or loss or corruption of data.

9. Customer's Warranties

9.1 The Customer warrants that:

> (a) it has complied with all laws relating to the Goods, including laws relating to Dangerous Goods, consignment and packaging; (b) it is the legal or beneficial owner of the Goods, or the authorised agent of the owner, and enters this Agreement on its own behalf or as authorised agent of the owner; (c) it has

not relied on any statement, warranty or representation made by or for the Carrier other than what is contained in this Agreement; (d) the Goods are described truthfully, packed appropriately, and the Carrier has been given all necessary instructions and information relating to their handling, care and control; and (e) its acquisition of the Services is for business purposes only, and this Agreement is not a "consumer contract" within the meaning of the Competition and Consumer Act 2010 (Cth).

10. Indemnities

10.1 The Carrier agrees to indemnify and keep the Customer indemnified (including its agents and employees) for costs, expenses and liabilities arising in connection with loss, damage or destruction of property (other than the Goods) and death or personal injury to any person, caused by the negligence or wilful actions of the Carrier in connection with the Services. This indemnity excludes indirect and consequential loss.

10.2 To the maximum extent permitted by law, the Customer indemnifies the Carrier against: (a) all liabilities and costs arising from any breach of warranty, error, omission, false statement or misrepresentation by the Customer, or insufficient or improper packing, labelling or addressing of the Goods; and (b) all claims and demands made in excess of the Carrier's liability under this Agreement in relation to any loss or damage in connection with the Goods and/or Services, whether or not caused or contributed to by any act, omission, neglect or wrongdoing of the Carrier.

10.3 The costs referred to in clause 10.2 do not need to have been incurred for the Carrier to rely on this indemnity.

11. Lien

11.1 The Carrier has a general lien over Goods deposited with it for storage or carriage, and any documents relating to them, to secure all amounts due to the Carrier on any account.

11.2 If the Customer is in default of payment, the Carrier may, without further notice, detain, open any package, and sell any of the Goods to apply the proceeds against the amount owed, and account to the Customer for any surplus.

12. Restraint

12.1 The Customer will not, during the term of this Agreement or for six months after its termination, directly or indirectly solicit or contact, with a view to soliciting, any contractor or employee of the Carrier, to engage that contractor or employee to provide services for the Customer.

12.2 The Customer will not, during that period, counsel, procure or assist any person to engage in conduct that would breach clause 12.1 if engaged in by the Customer.

12.3 If the Customer breaches clause 12.1 or 12.2, the Customer will pay the Carrier $10,000, or an amount for damages and/or compensation for any loss or damage suffered as a result of the breach, whichever is higher.

13. Precedence of Terms

13.1 The use of the Customer's own terms and conditions does not derogate from these Terms. To the extent of any inconsistency between the Customer's terms and these Terms, these Terms prevail.

14. General

14.1 Delay or failure by a party in exercising any right under this Agreement is not to be considered a waiver of that right.

14.2 The Carrier may vary these Terms at any time by publishing the updated Terms at www.sgslogistics.com.au/on-demand and giving the Customer at least 30 days' written notice (which may be given by email) before the variation takes effect. If the Customer does not accept a variation, the Customer may terminate this Agreement by written notice given before the variation takes effect, and the Terms in force immediately before the variation continue to apply to Services already provided. Otherwise, this Agreement may only be varied in writing by agreement between the parties.

14.3 The Carrier is not liable for delay or non-performance of an obligation arising from an event outside the Carrier's control, including delays caused by the Customer, acts of God, storms, floods, riots, fires, sabotage, civil commotion or unrest, industrial action, interference by civil or military authorities, or acts of war or terrorism.

14.4 This Agreement is governed by the laws of Victoria, Australia, and the parties submit to the jurisdiction of the courts of Victoria.