

## SERVICES TERMS – WAREHOUSING

These terms apply to all the services we provide to you in the future. They replace all other arrangements between us.

1. (Services) We will provide the services to you.
2. (Change to services) If there is a material change in the nature or volume of our services prior to the Review Date we may renegotiate our charges with you or end our agreement by 30 days' notice to you.
3. (Payment) You must pay our charges within 14 days of our invoice date, without set-off or counterclaim or any withholding, free and clear of and without deduction for any tax. Our charges are quoted in Australian dollars on a GST exclusive basis, and you must pay the amount of our charges increased by the same amount of GST that is payable on our services.
4. (Effective) The services, charges, terms and conditions outlined in this schedule will commence from the date indicated unless varied in writing by Northline prior to this date.
5. (Review) We will from time to time provide to you a notice varying the charges and the services. The charges and services referred to in the notice will apply from the Review Date or one month after the date of the notice (whichever is later). We may also notify you of a new Review Date and when we do that Review Date will apply to any notice to vary the charges and services served on you in accordance with this clause after the date of the notice varying the Review Date.
6. (Dispute) If you dispute a payment is due to us you must notify us of the dispute providing full details, at least 7 days before the due date for payment and pay the disputed amount when due. We will endeavour to resolve the dispute with you as quickly as possible and if the dispute is resolved in your favour, adjust your account.
7. (Storage and handling) We may store and handle your goods as we see fit, subject to any special arrangements we have agreed with you in writing. We may open and inspect any packaged goods to determine their nature or identification. We do not have to accept any goods if we believe they are dangerous or offensive.
8. (Our warranties) All warranties that apply to us and our services are excluded except if the exclusion would have the effect of avoiding this provision. If a warranty is not excluded our obligation under it is limited, at our option, to supplying the services again or paying the cost of having those services supplied again.
9. (Your warranties) You warrant to us that: (a) you are either the owner of the goods or authorised by the owner to accept these terms for the owner; and (b) you have fully and adequately described the goods, their nature, weight and measurements and complied with all applicable laws and regulations about the notification, classification, description, labelling, transport, packaging and storage of the goods including any specific regulatory requirements concerning dangerous or hazardous materials.
10. (Pallets) If any goods are stored by us on pallets that are hired by you, you are responsible for any hire charges for those pallets.
11. (Risk) We store, handle and transport the goods entirely at your risk and we do not accept any loss or liability in connection with our actions or omissions in relation to the goods. You must insure the goods for their full insurable value against all relevant risks while the goods are within our control. This is subject to any further written agreement we make with you.
12. (Termination) Either of us may terminate the services with 90 days notice to the other.
13. (Freight) Our Terms and Conditions of Carriage on the reverse of our consignment notes apply to all carriage we arrange or undertake for you. All consignments may be subject to a cubic conversion of 333kg per cubic metre for the purposes of pricing calculations. You must pay to us any dangerous goods surcharge or fuel surcharge we determine in our discretion and apply on a consignment. The charge will be calculated in accordance with our standard practice as applying from time to time. If we do we will notify you by invoicing you for the amount of the charge. You still must pay charges for deliveries that cannot be completed for reasons outside our control together with the subsequent delivery charge, upon completion.
14. (Indemnity) You indemnify us against any liability we incur in connection with providing the services, any loss or damage we suffer because of the goods, recovering money due to us from you and any claim made against us in relation to pallets hired by you.
15. (Notices) All notices in connection with these terms must be in writing and sent to the address, facsimile or email of the other set out on the schedule or the other substitute address, facsimile or email the recipient has notified to the sender, for the purposes of this provision. A notice sent by post is taken as delivered 2 days after posting; if sent by facsimile or email on completion of the transmission.
16. (General) You must give us the information we reasonably require about your goods. Our records about the goods and our storage and handling of them are conclusive. You may not assign any of your rights under these terms. We may add to or vary these terms, except in relation to our changes, at any time by giving you at least 30 days notice. These terms are



governed by the laws of the state set out in our details in the schedule. We may engage subcontractors and other parties to carry out the services.

17. (Interpretation) In these terms:

**charges** means the price for the services as set out in the schedule;

**GST** means goods and services tax;

**Review Date** means the date described as such in the schedule;

**services** means the storage and handling of your goods as is described in the schedule

**we** means Northline NomineeCo Pty Ltd ACN 606 812 640 as agent for Northline Partnership ABN 18 677 809 229 and includes their successors, administrators and assigns and where not repugnant to the context includes their servants, agents and subcontractors and *us* and *our* have a corresponding meaning;

**you** means the person described in the schedule as Client; and **your** has a corresponding meaning.

Also, the singular includes the plural and vice versa; person includes a firm or body corporate, an incorporated body, association or any authority; a reference to a person includes its executors, administrators, successors and permitted assigns; and where two or more persons are a party, they are all bound jointly and severally.

