

CONDITIONS OF CARRIAGE

1. Definitions: In these terms and conditions:

'Carrier' means Chemtrans (ABN 54 085 263 038), Bulktrans (ABN 15 085 304 114) and Energytrans (ABN 90 146 382 176), each being a Division of Scott Corporation Ltd (ABN 74 003 707 499).

'Client' (also referred to as the Customer) means the person with whom the Carrier contracts to supply the Goods and/or carry the Goods.

'Dangerous Goods' means goods, articles or liquids that are explosive, hazardous, poisonous, inflammable, corrosive or otherwise dangerous or potentially damaging to any person.

'Goods' means goods of any type or description (including without limitation Dangerous Goods) together with any containers, packaging or pallets supplied by or on behalf of the Client and used in the carriage or storage of the Goods.

'Services' means the carriage of the Goods, including as may be applicable the loading, unloading, storage and transport of the Goods

'Subcontractor' means any person who enters into a contract or arrangement with the Carrier to perform the Services, or any part thereof.

2. Construction: In this document: Words importing the singular include the plural and vice versa; and a reference to a person includes a natural person, a corporation, a partnership and any assigns of that person; and any reference to a statute or a regulation includes all amendments to that statute or regulation from time to time.

3. Not a common carrier: The Carrier is not a common carrier and has no liability as a common carrier. The provision of Services to the Client is provided by the Carrier subject only to these terms and conditions and any other formal contract executed by the Carrier and the Client. In the event of any inconsistency, these terms and conditions shall prevail. The Carrier reserves the right to refuse the provision of the Services to any person and the carriage of any class of Goods, at the Carrier's discretion.

4. The Carrier reserves the right to refuse the carriage or transport of articles or goods of any person in its absolute discretion. The Carrier may also object to loading or unloading of any goods in circumstances where the Carrier in its discretion believes that there is insufficient description, nature or substance of the goods, or where the facilities for the safe and proper loading and / or unloading of the goods are in the Carrier's opinion inadequate. In such an event the Client hereby agrees to accept the return of the goods and pay all costs of the Carrier associated with time and costs incurred by the Carrier.

5. Client Warranties: The Client warrants to the Carrier that the Client is either the owner or the authorized agent of the owner of the Goods and that the Client has the full authority to order the Services and also accepts responsibility for ensuring that proper facilities and safeguards exist for the loading and unloading of the Goods by the Carrier. The Client warrants to the Carrier that the description of the Goods provided by the Client accurately reflects the nature of the Goods that all goods of a dangerous, hazardous, inflammable or explosive nature, or capable of being so, will be expressly declared by the Client to the Carrier in writing and in respect of such goods the Client indemnifies the Carrier from all claims, loss, damage or injury by any person. The Client further warrants that the Client and the Goods and the packaging of them have and will comply with all laws and regulations and applicable laws and regulations, both State and Federal. The Client also warrants that the description of the goods on the consignment note is accurate and truthful and that any hazardous or inflammable goods will be specifically declared in writing. The Client hereby indemnifies the Carrier for claims, costs and damages arising out of or any incident or loss connected with the Client's non-disclosure of such information. The Client further warrants that it will not solicit for employment or employ any employee of the Carrier at any time while the Carrier is contracted to supply Services to the Client and for a period of 6 months thereafter.

6. Authority to subcontract: The Carrier may arrange with any other person (including without limitation road and/or rail contractors) to perform the Services or any part of them. In that event, the Carrier shall still be entitled to rely upon the exclusions from liability contained within these conditions of carriage.

7. Limitation of liability: The Carrier shall not be responsible for any loss, damage or liability caused by the Carrier's employees, agents or sub-contractors, or howsoever otherwise caused arising from the loss, damage, mis-delivery, delayed delivery, concealed damage, contamination, evaporation, non delivery or any other alteration to the state of the Goods; the handling, loading, unloading of the Goods; or any other acts of negligence by the Carrier including its employees and sub-contractors. This clause shall be subject to any conditions, terms or warranties imposed by the Australian Consumer Law or any other law that cannot be excluded, and in such case, the Carrier's liability shall be limited to re-supply of the Services, or payment of the reasonable costs of resupply of the Services, at the Carrier's discretion.

8. Indemnity: The Client hereby indemnifies the Carrier against any claim or allegation made against the Carrier by any person in connection with any loss or damage caused by the Goods, or to the Goods, during the performance of the Services.

9. Delivery: The Client hereby authorizes the Carrier to deliver the Goods to the address nominated by the client whether by the most direct route or any deviation from that route; and the parties agree that the Carrier shall have delivered the Goods in accordance with this Contract if the Carrier obtains from any person written evidence of acceptance of the Goods, whether by receipt, consignment note or other document. If the nominated delivery address is unattended by the Client or its nominee, the Carrier may at its discretion deposit goods at that nominated address in order to effect delivery, or alternatively store the Goods for later delivery in which case the Client shall pay the Carrier for all costs and expenses incurred arising from or connected with such storage. The Client acknowledges that if it requests that the Carrier pick up or deliver Goods from or to a third party, any receipt issued by the Carrier to the third party is not a confirmation of the quality or condition of goods. If the Client does not provide practical instructions with respect to disposal or storage of perishable goods which the Carrier is unable for whatever reason to deliver, the Client hereby authorizes the Carrier to deal with such Goods, including the sale of such Goods at the price reasonably determined by the Carrier. Any written communication from the Carrier to the Client that the Goods cannot be delivered for whatever reason shall be conclusive evidence of that fact.

If the Client instructs the Carrier to deliver or store any Goods using a specified method of handling or storage, the Carrier will endeavour to abide by those instructions where reasonable however if it cannot conveniently abide by those instructions, the Client accepts that the Goods may be handled or stored by alternative methods.

10. Carrier's charges: All of the Carrier's charges and rates quoted are based upon salaries, fuel prices, road taxes and other statutory charges prevailing at the date of the quote provided. In the event of any increases in any of those items prior to the Services being performed, the Carrier may at its discretion increase the prices quoted in order to account for such increases to its costs. The Carrier's charges shall be fully payable as soon as the Goods are loaded and delivered to the address nominated by the Client. The Client will remain responsible for loading and unloading of the Goods at the Client's own expense. Any delays caused in loading and unloading of the Goods shall be charged to the Client at the Carrier's standard market rate. The Client will be liable for any duty, excise, carbon tax or levy relating to the carriage of the Goods, any such costs paid by the Carrier in respect of any such duty, tax or excise will be reimbursed by the Client.

11. Claims by the Client: The Carrier's right to be paid for transporting the Goods shall be payable as soon as the Goods are collected by the Carrier with no right for refund. The Client shall be responsible for the provision of adequate equipment and labour necessary for the safe and efficient loading and unloading of the Goods. If notwithstanding the agreement between the parties that the Carrier shall not be liable for any damage to or loss of the Goods; the client does subsequently wish to make a claim against the Carrier, written notice of any such claim must be provided by the Client to the Carrier within seven (7) days after the due date of delivery; and commence any proceedings in respect of alleged loss or damage within six (6) months of the due date of delivery of the Goods. The parties agree that failure to comply with this clause will permanently extinguish any claim which the Client may otherwise have had on the Carrier.

12. Variation of Terms: It is agreed that these terms and conditions of carriage and storage may only be waived or varied in writing by authorized officers of each of the Carrier and the Client. No other representation, condition, promise or warranty shall be incorporated into these terms and conditions and accordingly shall not be binding on either party.

13. Reliability: The parties hereby agree that if any part of clause of this Contract is invalid or unenforceable, then such invalidity or unenforceability shall not affect the remainder of these terms and conditions of carriage.

14. Dangerous Goods: Transportation of Dangerous Goods is regulated by State and Federal laws and codes. To enable the Carrier to meet its negotiations in regard to transportation of dangerous goods, the Carrier reserves the right to refuse to transport or store dangerous goods supplied by the Client, unless the client has made full written disclosure to the Carrier with specification of the Dangerous Goods, their quantities and inherent dangers associated with those goods. The Carrier will only carry such Dangerous Goods if those goods are compliant in all respects relating to their condition, packaging and storage. Expenses incurred by the Carrier complying with laws and codes regarding storage, packaging and transportation shall be at the cost of the Client. The Client must disclose to the Carrier in writing the name, nature, description and value of all such goods, including particulars of any noxious, dangerous, poisonous, corrosive or inflammable articles of liquids. If full disclosure regarding Dangerous Goods is not made by the Client to the Carrier, the Carrier upon discovery of the nature of such goods may at its discretion unload, remove, deal with, sell or dispose of the goods at the discretion of the Carrier. The Carrier shall thereupon not be responsible for loss or value or destruction of such goods.

The Carrier shall not be liable in tort or contract for any loss or damage suffered by any person connected with the carriage of storage, loading or unloading of any Dangerous Goods. The Client hereby indemnifies the Carrier against all losses, liabilities, costs, damages and expenses suffered or incurred by the Carrier arising out of or connected with the storage, carriage, loading or unloading of Dangerous Goods howsoever caused. Any Dangerous Goods supplied and/or sold by the Carrier are sold without any warranty as to fitness for purpose and the Client accepts that it is responsible for selecting the appropriate Dangerous Goods for its purposes. The Client accepts all risk and liability for injury or damage to any persons or property arising from the handling or use of the Dangerous Goods by the Client, including its employees, agents and subcontractors.

15. Governing Law: These terms and conditions shall be governed by the laws of New South Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of NSW.

16. Insurance: The Carrier will not effect insurance of the Goods to be carried or stored by the Carrier, except when agreed in writing by both parties. If the Carrier does agree in writing to effect insurance, it will be at the expense of the Client upon lodgment of a written declaration by the Client as to the value of the Goods prior to their collection by the Carrier. In such circumstances of the Carrier agreeing to arrange insurance, the client hereby agrees to provide full specifications of the nature of insurance cover required the sum of money to be insured and any full declaration of relevant risks involved in the carriage of such Goods. Any claim by the Client under any such insurance policy must be lodged in writing by the Client with the Carrier within 48 hours after the time of delivery of the Goods by the Carrier.

17. PPSR Credit Agreement The Client ("the Customer") agrees that upon the Carrier ("the Supplier") agreeing to carry the Goods, then these terms and conditions, together with the terms of any application for credit accepted by the Supplier, will constitute a Credit Agreement between the parties for the purposes of the Personal Property Securities Act 2009 ("PPSA") and all purchases of goods by the Customer from the Supplier will be subject to the following terms and conditions of sale which are incorporated into any contract for the provision of services and or goods by the Supplier to the Customer:

a) Until the Customer has paid in full for any goods provided by the Supplier, no interest or title in any goods shall pass to the Customer, although risk in the goods passes to the Customer upon delivery. If the goods are delivered to the Customer before payment has been made and title given, the Customer shall have possession of the goods as bailee only. As bailee thereof, the Customer will not dispose of, sell, or grant any security over the goods. The Supplier may terminate such bailment at any time by giving written notice to the Customer;

b) If possession of the goods is transferred to the Customer and the Supplier has not received full payment for the goods, then upon the Customer taking possession of the goods, the Customer grants to the Supplier a purchase money security interest ("PMSI") pursuant to the PPSA in the goods; and any proceeds of those goods;

c) The Supplier shall have the right register a financing statement for that PMSI pursuant to the PPSA and the Customer agrees to execute any documents and do all other things required by the Supplier to ensure that the Supplier maintains a perfected security interest as that term is defined in the PPSA. The Customer agrees that such PMSI will have priority over all other security interests in the goods;

d) The Customer agrees to pay all costs incurred by the Supplier relating to the registration and/or variation or removal of its security interest; and any enforcement thereof.

18. Road Safety Remuneration Act 2012 (Cth) ("RSRA") In accordance with the RSRA, the Road Safety Remuneration Tribunal can enact any orders relating to the remuneration of, and working conditions of drivers. The Client acknowledges that the reasonable costs incurred by the Carrier associated with complying with any order made by the Road Safety Remuneration Tribunal pursuant to the RSRA in the course of providing the Services to the Client will be passed on to the Client. Such costs may include the costs of complying with an order to pay drivers at a higher rate of remuneration.