

1. Definitions

- 1.1 "RVT" shall mean Rangeview Transport Pty Ltd, and its successors and assigns or any person acting on behalf of and with the authority of Rangeview Transport Pty Ltd.
- 1.2 "Sub-Contractor" shall mean and include:
 - (a) railways or airways operated by the Commonwealth or any state or any other country or by any corporation; or
 - (b) any other person or entity with whom RVT may arrange for the carriage or storage of any Goods the subject of the contract; or
 - (c) any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in clauses 1.2(a) and 1.2(b).
- 1.3 "Client" shall mean the Client or any person or persons acting on behalf of and with the authority of the Client. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 1.4 "Consignee" shall mean the person to whom the Goods are to be delivered by way of RVT's Services.
- 1.5 "Goods" shall mean cargo together with any container, packaging, or pallet(s) to be moved from one place to another by way of RVT's Services, or for storage by RVT.
- 1.6 "Services" shall mean all services supplied by RVT to the Client (including, but not limited to, anything done or to be done in relation to the Goods, or the provision of any services ancillary to the Goods such as moving, storing or leaving the Goods at any warehouse, yard, terminal, 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, or otherwise handling the Goods, or anything else done in relation thereto including the offering of any advice or recommendations.
- 1.7 "Price" shall mean the cost of the Services as agreed between RVT and the Client subject to clause 3 of this contract.

2. Freight Forwarding

- 2.1 Except to the extent that any of the Services shall be actually performed by RVT, RVT shall act as a forwarding agent only. RVT shall be entitled, to enter into contracts on behalf of and as agent for the Client and without notice to the Client, for the carriage of the Goods by any route, means and carrier, for the storage, packing, transshipment, unloading, loading or handling of Goods by any person at any place and for any length of time, and for such other matters as in the opinion of RVT may be necessary or desirable to the performance of the Services. The Client hereby appoints RVT the agent of the Client for the purpose of entering into any contract, upon such terms and conditions, as RVT may in its absolute discretion think fit. The Client shall be bound by the terms of any consignment note, air waybill or other contractual document which RVT may receive for the Goods, or for any package, unit or container in which the Goods may be packed, whether by the Client, RVT, or any other person.

3. The Commonwealth Competition and Consumer Act 2010 (CCA) and Fair Trading Acts

- 3.1 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 3.2 Where the Client purchases Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.
- 3.3 Liability of RVT arising out of any one incident whether or not there has been any declaration of value of the Goods, for breach of warranty implied into these terms and conditions by the Competition and Consumer Act 2010 or howsoever arising, is limited to any of the following as determined by RVT:
 - (a) rectifying the Services; or
 - (b) supplying the Services again; or
 - (c) paying for the Services to be supplied again.
- 3.4 If RVT is required to rectify, re-supply, or pay the cost of re-supplying the Services under clause 3.3 or the CCA, but is unable to do so, then RVT may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective.

4. Acceptance

- 4.1 Any instructions received (including but not limited to, in writing, facsimile transmission or by electronic data interchange) by RVT from the Client for the supply of Services shall constitute acceptance of the terms and conditions contained herein.
- 4.2 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of RVT.
- 4.3 These terms and conditions are to be read in conjunction with RVT's quotation, consignment note, agreement, airway bills, manifests, or any other forms as provided by RVT to the Client. If there are any inconsistencies between these documents then the terms and conditions contained in this document shall prevail.
- 4.4 The Client shall give RVT not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by RVT as a result of the Client's failure to comply with this clause.
- 4.5 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with RVT and it has been approved with a credit limit established for the account.

4.6 In the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, RVT reserves the right to refuse delivery.

5. Price And Payment

- 5.1 At RVT's sole discretion the Price shall be either;
- (a) as indicated on invoices provided by RVT to the Client in respect of Services supplied; or
 - (b) the Price as at the date of delivery of the Goods according to the Supplier's current price list; or
 - (c) RVT's quoted Price (subject to clause 4.2 & 4.3) which shall be binding upon RVT provided that the Client shall accept in writing RVT's quotation within thirty (30) days.
- 5.2 RVT may by giving notice to the Client increase the Price of the Services to reflect any increase in the cost to RVT beyond the reasonable control of RVT (including, without limitation, foreign exchange fluctuations, or increases in taxes, customs duties, insurance premiums, or warehousing costs).
- 5.3 At RVT's sole discretion a deposit may be required.
- 5.4 At RVT's sole discretion;
- (a) payment shall be due on delivery of the Goods, or
 - (b) payment shall be due before delivery of the Goods, or
 - (c) thirty (30) days following the date of any invoice given to the Client by the Supplier;
 - (d) the date specified on any invoice or other form as being the date for payment.
- 5.5 Time for payment for the Services shall be of the essence and will be stated on the invoice, consignment note, airway bills, manifests or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 5.6 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to three percent (3%) of the Price), or by direct credit, or by any other method as agreed to between the Client and RVT.
- 5.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

6. RVT Not Common Carrier

6.1 RVT is not a Common Carrier and will accept no liability as such. All articles are carried or transported and all storage and other services are performed by RVT subject only to these conditions and RVT reserves the right to refuse the carriage or transport of articles for any person, corporation or body, and the carriage or transport of any class of articles at its discretion.

7. Nomination Of Sub-Contractor

7.1 The Client hereby authorises RVT (if it should think fit to do so) to arrange with a Sub-Contractor for the carriage of any Goods that are the subject of the contract. Any such arrangement shall be deemed to be ratified by the Client upon delivery of the said Goods to such Sub-Contractor, who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as RVT. In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled RVT shall be deemed to enter into this contract for its own benefit and also as agent for the Sub-Contractor.

8. RVT's Servants or Agents

8.1 The Client undertakes that no claim or allegation shall be made against any servant or agent of RVT which attempts to impose upon any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to indemnify RVT and any such servant or agent against all consequences thereof.

9. Method Of Transport

9.1 If the Client instructs RVT to use a particular method of carriage whether by road, rail, sea or air RVT will give priority to the method designated but if that method cannot conveniently be adopted by RVT the Client shall be deemed to authorise RVT to carry or have the Goods carried by another method or methods.

10. Route Deviation

10.1 The Client shall be deemed to authorise any deviation from the usual route or manner of carriage of Goods that may in the absolute discretion of RVT be deemed reasonable or necessary in the circumstances.

11. Charges Earned

11.1 RVT's charges shall be considered earned in the case of Goods for carriage as soon as the Goods are loaded and dispatched from the Client's premises.

12. Demurrage

12.1 The Client will be and shall remain responsible to RVT for all its proper charges incurred for any reason. A charge may be made by RVT in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of RVT. Such permissible delay period shall commence upon RVT reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Client or Consignee.

13. Dangerous Goods

13.1 Unless otherwise agreed in advance in writing with RVT the Client or his authorised agent shall not tender for carriage or for storage any explosive, inflammable or otherwise Dangerous Goods. The Client shall be liable for and hereby indemnifies RVT for all loss or damage whatsoever caused by any Dangerous Goods.

14. Consignment Note

14.1 It is agreed that the person delivering any Goods to RVT for carriage or forwarding is authorised to sign the consignment note for the Client.

15. Client's Responsibility

15.1 The Client expressly warrants to RVT that the Client is either the owner or the authorised agent of the owner of any Goods or property that is the subject matter of this contract of cartage and/or storage and by entering into this contract the Client accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Client is acting.

16. Delivery

16.1 RVT is authorised to deliver the Goods at the address given to RVT by the Client for that purpose and it is expressly agreed that RVT shall be taken to have delivered the Goods in accordance with this contract if at that address RVT obtains from any person a receipt or a signed delivery docket for the Goods.

16.2 RVT may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract.

16.3 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery for the purposes of this agreement.

16.4 It is the Client's sole responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery.

16.5 Any time specified by RVT for the delivery of Goods is an estimate only and RVT will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that RVT is unable to deliver the Goods as agreed solely due to any action or inaction of the Client then RVT shall be entitled to charge the Client any additional costs incurred by RVT as a direct consequence of any resultant delay or rescheduling of the delivery.

17. Loss Or Damage

17.1 Subject to any statutory provisions imposing liability in respect of the loss of or damage to the Goods (including but not limited to chilled, frozen, refrigerated or perishable Goods):

(a) RVT shall not be under any liability for any damage to, loss, deterioration, mis-delivery, delay in delivery or non-delivery of the Goods (whether the Goods are or have been in the possession of RVT or not) nor for any instructions, advice, information or service given or provided to any person, whether in respect of the Goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay; and

(b) the Client will indemnify RVT against all claims of any kind whatsoever, howsoever caused or arising brought by any person in connection with any matter or thing done, said or omitted by RVT in connection with the Goods.

18. Insurance

18.1 The Client acknowledges that:

(a) the Goods are carried and stored at the Client's sole risk and not at the risk of RVT; and

(b) RVT is under no obligation to arrange insurance of the Goods and it remains the Client's responsibility to ensure that the Goods are insured adequately or at all; and

(c) under no circumstances will RVT be under any liability with respect to the arranging of any such insurance and no claim will be made against RVT for failure to arrange or ensure that the Goods are insured adequately or at all.

19. Claims

19.1 Notwithstanding clauses 17 and 18 in the event that the Client believes that they have any claim against the Carrier then they must lodge any notice of claim for consideration and determination by the Carrier within seven (7) days of the date of delivery, or for non delivery within seven (7) days of the anticipated date of delivery or the removal or destruction of the Goods.

19.2 The failure to notify a claim within the time limits under clause 19.1 is evidence of satisfactory performance by the Carrier of its obligations.

20. Default & Consequences Of Default

20.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at RVT's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

20.2 If the Client owes RVT any money the Client shall indemnify RVT from and against all costs and disbursements incurred by RVT in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, RVT's collection agency costs, and bank dishonour fees).

- 20.3 Without prejudice to any other remedies RVT may have, if at any time the Client is in breach of any obligation (including those relating to payment) RVT may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. RVT will not be liable to the Client for any loss or damage the Client suffers because RVT exercised its rights under this clause.
- 20.4 Without prejudice to RVT's other remedies at law RVT shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to RVT shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to RVT becomes overdue, or in RVT's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

21. RVT's Rights To A Lien On Goods

- 21.1 RVT shall have a right to take a particular and general lien on any Goods the property of the Client or a third party owner which are in the possession or control of RVT (and any documents relating to those Goods) for all sums owed at any time by the Client or a third party owner to RVT (whether those sums are due from the Client on those Goods or documents, or on any other Goods or documents), and RVT shall have the right to sell such Goods or cargo by public auction or private treaty after giving notice to the Client. RVT shall be entitled to retain the sums due to it, in addition to the charges incurred in detention and sale of such Goods or cargo, from the proceeds of sale and shall render any surplus to the entitled person.
- 21.2 Notwithstanding clause 21.1 nothing shall prejudice RVT's rights to use any of RVT's other rights and remedies contained in this agreement to recover any outstanding charges or fees payable in respect of the Goods that were not recovered out the sale of the Goods in accordance with clause 21.1 and no exception shall be taken upon the grounds that the Price realised is less than the full market value of the Goods.

22. Personal Property Securities Act 2009 ("PPSA")

- 22.1 In this clause:
- (a) financing statement has the meaning given to it by the PPSA;
 - (b) financing change statement has the meaning given to it by the PPSA;
 - (c) security agreement means the security agreement under the PPSA created between the Client and RVT by these terms and conditions; and
 - (d) security interest has the meaning given to it by the PPSA.
- 22.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions:
- (a) constitute a security agreement for the purposes of the PPSA; and
 - (b) create a security interest in all Goods being transported by RVT over which RVT invokes a lien.
- 22.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which RVT may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 22.3(a)(i) or 22.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, RVT for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of RVT;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of RVT.
- 22.4 RVT and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 22.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 22.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 22.7 Unless otherwise agreed to in writing by RVT, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 22.8 The Client shall unconditionally ratify any actions taken by RVT under clauses 22.3 to 22.5.

23. Security And Charge

- 23.1 Despite anything to the contrary contained herein or any other rights which RVT may have howsoever:
- (a) where the Client is the owner of land, realty or any other asset capable of being charged, the Client agrees to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to RVT or RVT's nominee to secure all amounts and other monetary obligations payable under the terms and

conditions. The Client acknowledges and agrees that RVT (or RVT's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

- (b) should RVT elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client shall indemnify RVT from and against all RVT's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint RVT or RVT's nominee as the Client's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 23.1.

24. Privacy Act 1988

- 24.1 The Client agrees for RVT to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by RVT.
- 24.2 The Client agrees that RVT may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client.The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 24.3 The Client consents to RVT being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 24.4 The Client agrees that personal credit information provided may be used and retained by RVT for the following purposes (and for other purposes as shall be agreed between the Client and RVT or required by law from time to time):
 - (a) the provision of Services; and/or
 - (b) the marketing of Services by RVT, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 24.5 RVT may give information about the Client to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Client;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 24.6 The information given to the credit reporting agency may include:
 - (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
 - (c) advice that RVT is a current credit provider to the Client;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of RVT, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Client by RVT has been paid or otherwise discharged.

25. Cancellation

- 25.1 RVT may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice RVT shall repay to the Client any sums paid in respect of the Price. RVT shall not be liable for any loss or damage whatever arising from such cancellation.
- 25.2 In the event that the Client cancels the delivery of Goods or the provision of any Services then the Client shall be liable for any loss incurred by RVT (including, but not limited to, any loss of profits) up to the time of cancellation, or as a direct result of the cancellation.

26. General

- 26.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 26.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.
- 26.3 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of Victoria in which the Supplier has its principal place of business, and are subject to the jurisdiction of the Dandenong Court in that state.
- 26.4 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by RVT.
- 26.5 RVT reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which RVT notifies the Client of such change. Except where RVT supplies further Services to the Client and the Client accepts such Services, the Client shall be under no obligation to accept such changes.
- 26.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 26.7 The terms and conditions set out herein shall prevail over the terms and conditions set out in any document used by the Client, the owner or any other person having an interest in the Goods and purporting to have a contractual effect.
- 26.8 The failure by RVT to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect RVT's right to subsequently enforce that provision.