

Warehouse and Storage

The following special terms are in addition to (but form part of) our General Terms of Supply. To the extent of any inconsistency between these special terms and our General Terms of Supply, these special terms will apply:

1. ADDITIONAL LIMITATIONS OF LIABILITY

- 1.1 SUBJECT TO CLAUSES Any relief from liability in these Terms are to be read subject to any restriction on contracting out of liability provided in any legislation (including the Trade Practices Act 1974 (Cth)) binding on us so that the provisions for relief in these terms are limited or rendered ineffective only to the extent required to give effect to that legislation., YOUR PRODUCTS ARE RECEIVED AND STORED BY US (WAREHOUSE SERVICES) ENTIRELY AT YOUR RISK AND WE SHALL NOT BE LIABLE FOR:
- (a) DAMAGE TO OR DESTRUCTION OR LOSS OF YOUR PRODUCTS OR ANY OTHER PROPERTY ARISING OUT OF OR INCIDENTAL TO OR IN CONNECTION WITH OR OCCURRING DURING THE PROVISION OF THE WAREHOUSE SERVICES; OR
 - (b) THE MIS-DELIVERY OR NON-DELIVERY OF YOUR PRODUCTS

WHETHER OR NOT CAUSED OR CONTRIBUTED TO BY OUR DEFAULT (INCLUDING OUR NEGLIGENCE) OR THE DEFAULT (INCLUDING NEGLIGENCE) OF ANY OF OUR AGENTS, SERVANTS OR OFFICERS OR ANY OTHER PERSON ENTITLED TO THE BENEFIT OF THESE TERMS.

- 1.2 WHERE LOSS OR DAMAGE OCCURS TO STORED GOODS, YOU ARE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN UP AND SITE REMEDIATION.
- 1.3 YOU WARRANT THAT YOU WILL ARRANGE FOR APPROPRIATE INSURANCE FOR YOUR PRODUCT IN TRANSIT AND STORAGE, THE COST OF WHICH SHALL BE BORNE BY YOU.
- 1.4 Any relief from liability in these Terms are to be read subject to any restriction on contracting out of liability provided in any legislation (including the *Trade Practices Act 1974* (Cth)) binding on us so that the provisions for relief in these terms are limited or rendered ineffective only to the extent required to give effect to that legislation.
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4. MYSTERIOUS DISAPPEARANCE

- 4.1 We shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless you establish such loss occurred because we converted the goods to our own use. Any presumption of conversion imposed by law shall not apply to such loss and a claim by you of conversion must be established by affirmative evidence that we converted the goods to our own use.

5. ACCEPTANCE OF TERMS OF STORAGE

- 5.1 Our terms and rate quotation must be accepted in writing within 30 days from recipient of our proposal. In the absence of written acceptance, the act of tendering goods for storage by us within 30 days from our proposal constitutes acceptance by you.
- 5.2 If goods tendered for storage do not conform to their description, or conforming goods are tendered after 30 days from our proposal without prior written acceptance, we may refuse to accept your goods. If we accept your goods, you agree to the rates as assigned and invoiced by us and these Terms.
- 5.3 Unless otherwise agreed, our services may be canceled by either party with 30 days written notice, and are canceled if no services are performed for a period of 110 days.

6. SHIPPING TO WAREHOUSE

- 6.1 You agree not to ship goods to us as the named consignee.
- 6.2 If, in violation of these Terms, goods are shipped to us as named consignee, you agree to notify the carrier in writing prior to shipment, (with a copy of the notice to us), that we as named as consignee are a warehouseman and have no beneficial title or interest in the goods.
- 6.3 You agree to indemnify and hold us harmless against any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with the goods shipped.

- 6.4 If you fail to notify the carrier as required by these Terms, we shall have the right to refuse such goods and shall not be liable or responsible for any loss or damage of any nature to, or related to, the goods.

7. GOODS TENDERED FOR STORAGE

- 7.1 All goods for storage shall be delivered to the warehouse properly marked and packaged for handling. You shall furnish at or prior to such delivery a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

8. STORAGE PERIOD AND CHARGES

Unless otherwise agreed:

- 8.1 All charges for storage are per package or other agreed unit per month;
- 8.2 Storage charges become applicable upon the date that we accept custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt;
- 8.3 A full month's storage charge will apply to all goods received between the 1st and the 17th day (inclusive) of a calendar month. One-half month's storage charge will apply on all goods received between the 18th and the last day (inclusive);
- 8.4 A full month's storage charge will apply to all goods in storage on the 1st day of the next and succeeding calendar month; and
- 8.5 All storage charges are due and payable on the 1st day of storage for the initial month and thereafter on the 1st day of each calendar month.

9. TRANSFER, TERMINATION AND REMOVAL

- 9.1 Instructions to transfer goods on our books are not effective until delivered to and accepted by us and all charges up to the time transfer is made are chargeable to you (or the depositor of record).

- 9.2 If a transfer involves re-handling the goods, this will be the subject of a separate charge.
- 9.3 When goods in storage are transferred from one party to another through the issuance of a new warehouse receipt, a new storage date is established on the date of transfer.
- 9.4 We reserve the right to move, at our expense, 14 days after written notice is sent by certified or registered mail to you (or the depositor of record), any goods in storage from the warehouse in which they are stored to any other of warehouse. You may take delivery of your goods in lieu of transfer.
- 9.5 We will store the goods at and may without notice move the goods within and between any one or more of our warehouse buildings which comprise our warehouse complex.
- 9.6 We may, upon notice to you (or the depositor of record), require the removal of any goods by the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, we may sell them in accordance with applicable law.
- 9.7 If we in good faith believe that the goods are about to deteriorate or decline in value to less than the amount of our warehouseman's lien before the end of the next succeeding storage month, we may specify in the notification a reasonable shorter time for removal of the goods, and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.
- 9.8 If as a result of a quality or condition of the goods of which we had no notice at the time of deposit, the goods are a hazard to people or other property, we may sell the goods at public or private sale without advertisement or reasonable notification to any persons. If we, after a reasonable effort, are unable to sell the goods we may dispose of them in any lawful manner and shall incur no liability by reason of disposal. Pending such disposal, sale or return of the goods, we may remove the goods from the warehouse and shall incur no liability by reason of such removal.

10. HANDLING OF GOODS

- 10.1 Unless otherwise agreed, the handling charge covers ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse.
- 10.2 Unless otherwise agree, labor for unloading and loading goods are subject to a separate charge.
- 10.3 Additional expenses incurred by us in receiving or loading into cars or other vehicles not at warehouse dock are subject to a separate charge.
- 10.4 Labor and materials used in loading rail cars or other vehicles are subject to a separate charge.
- 10.5 When goods are ordered out in quantities less than in which received, we may make an additional charge for each order or each item of an order.
- 10.6 We shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers or other containers, or delays in obtaining and loading cars, trailers or other containers for outbound shipment.

11. DELIVERY REQUIREMENTS

- 11.1 No goods shall be delivered or transferred except upon receipt by us of complete written instructions. Written instruction shall include, but not be limited to, facsimile, email or other approved electronic forms of communication. We have no liability when relying on the information contained in the communication as received.
- 11.2 Goods may be delivered upon instruction by telephone in accordance with a prior written authorization, but we shall not be responsible for any occasioned loss or error.

- 11.3 We may refuse delivery or transfer of goods unless the receipt, properly endorsed, is surrendered for cancellation or for endorsement or partial deliver thereon. If a receipt is lost or destroyed, we may require evidence of ownership at our discretion and to our satisfaction before delivery of goods. We have no liability when relying on such evidence, or for any failure to require any evidence.
- 11.4 When goods are ordered out you shall allow us a reasonable time to carry out the instructions. We are not liable for any failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

12. EXTRA SERVICES

- 12.1 Warehouse labor required for services other than ordinary handling and storage will be subject to a separate charge.
- 12.2 Special services requested by you, including but not limited to compiling of special stock statements, reporting marked weights, serial numbers or other data from packages, physical check of goods and handling transit billing will be subject to a separate charge.
- 12.3 Dunnage, bracing, packing materials or other special supplies may be provided for you at a separate charge in addition to our cost.
- 12.4 By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a separate charge.

13. BONDED STORAGE OF GOODS

- 13.1 A charge in addition to regular rates will be made for merchandise in bond.
- 13.2 Where a warehouse receipt covers goods in Australian Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

14. MINIMUM CHARGES

- 14.1 A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand or variety will be made.
- 14.2 A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

15. RIGHT TO STORE GOODS

- 15.1 You represent and warrant that you are lawfully possessed of the goods and have the right and authority to store them with us.
- 15.2 You agree to indemnify and hold us harmless against all loss, cost and expense (including legal fees on an indemnity basis) which we pay or incur as a result of any dispute or litigation (whether instituted by us or others), respecting your right, title or interest in the goods. Such amount shall be charged in relation to the goods and subject to our warehouseman's lien.

16. ACCURATE INFORMATION

- 16.1 You will provide us with information concerning the stored goods which is accurate, complete and sufficient to allow us to comply with all laws and regulations concerning the storage, handling, and transporting of the stored goods.
- 16.2 You will indemnify and hold us harmless against all loss, cost, penalty and expense (including legal fees on an indemnity basis) which we pay or incur as a result of you failing to fully discharge the obligation in Clause You will provide us with information concerning the stored goods which is accurate, complete and sufficient to allow us to comply with all laws and regulations concerning the storage, handling, and transporting of the stored goods..

17. PASS THROUGH EXPENSE AND MISCELLANEOUS CHARGES

17.1 Goods and services purchased directly by us at your request, and/or with your approval, will be invoiced by us to you at cost plus a separate charge. These items include, but are not limited to, postage, forms, pallets, slip sheets, EDI charges, stretch film, packaging material, and rubbish disposal.

17.2 Warehouse hours are from 7:30 am to 4:30 pm, Monday through Friday, excluding holidays. After hours, weekend, and holiday pick-up requiring security, supervision, and facility opening will be subject to a separate charge.

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