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## Definitions

The following definitions apply to the terms and conditions set out below that govern the contract of carriage and other services between you and us.

1. "we", "us", "our" and "SCS Transport Logistics" means Sergio's Courier Services Pty Ltd, its related bodies corporate (as this term is defined in the Corporations Act 2001 (Cth)) and its employees, agents and independent contractors;
2. "you" and "your" means the sender or consignor; "carriage" means and includes the whole of the operations and services undertaken by us in connection with the transportation of the shipment;
3. "other services" means all services not being services for the carriage of shipments that are performed by us, including but not limited to storage, sorting, kitting, merging, packing, installation, value added - and transportation management services;
4. "shipment" means goods or documents of whatever nature (whether in bulk or in one or more packages) which we have accepted for carriage from one address to another or regarding which we have accepted to perform other services, whether under our consignment note or not;
5. "prohibited items" means any goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in or over which the shipment travels;
6. "loss" means damage, loss, cost, expense or liability (whether actual or contingent);
7. "Our Goods" means goods which we may supply to you in connection with the carriage of a shipment or other services (including but not limited to any packaging or software);
8. "Non-Excludable Condition" means any conditions, warranties and guarantees provided or implied by any State, Territory or Commonwealth law.

## **Agreement - CONDITIONS OF CARRIAGE**

By contracting us for carriage, you, the Consigner, agree to be bound by the terms of this Agreement with SCS Transport Logistics (ABN 18115901936).

SCS Transport Logistics including but not limited to the statutory consumer guarantees described in the Competition and Consumer Act 2010 (Cth) and the provisions of any State or Territory legislation which cannot be lawfully excluded. Your contract of carriage and of other services is with SCS Transport Logistics.

You agree that we may subcontract the whole or any part of the contract of carriage or of other services on any terms and conditions we decide.

## Your Acceptance of Our Terms and Conditions

By giving us your shipment you accept these terms and conditions on behalf of yourself and/or anyone else who has an interest in the shipment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or sub - contract to collect, transport, deliver your shipment or perform other services as well as our employees, directors and agents. Only our authorised officers may agree to a variation of these terms and conditions in writing. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

### 1. Scope of the Contract

- a. Even if the carriage of the shipment forms part of another type of contract between you and us, these terms and conditions apply and will prevail over such contract unless otherwise agreed between you and us in writing.

### 2. Dangerous Goods/ Security

- a. Except in the circumstances shown below, we do not carry, nor perform other services regarding, goods which are or are in our sole opinion dangerous goods including, but not limited to, those specified in Australian rules and regulations for road transport, or any other national or international rules applicable to the transport of, or the performance of other services regarding, dangerous goods (collectively referred to as 'dangerous goods').
- b. We may at our discretion accept some dangerous goods for carriage, or for the performance of other services, in some countries if you have been accorded the status of an approved customer and this must be given by us in writing before your shipment can be accepted. Your dangerous goods will only be accepted if they comply with the applicable regulations, codes and technical instructions as above and our requirements.

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- c. Whether or not you have told us that a shipment comprises dangerous goods you agree that if we consider on reasonable grounds that the shipment may cause injury or damage, we may at your cost do anything appropriate to minimize or avoid such injury or damage, including disposing of or destroying such dangerous goods. We will not be liable to you for any loss or damage you may incur by reason of our actions under this condition.
- d. You must ensure and you hereby certify by completing our consignment note or tendering a shipment to us that your shipment does not contain a prohibited article as specified in national regulations that govern road transport security. You must give us a full description of the contents of the shipment on the consignment note and other accompanying document, and your responsibilities and liabilities are not extinguished by providing this information.
- e. Shipments carried, or handled, by us may be subject to security screening which could include the use of X-ray, explosive trace detection and other security screening methods and you accept that your shipment may be opened and the contents of your shipment may be examined in transit.
- f. You declare that you have prepared the shipment for carriage, or for the performance by us of other services, in secure premises using reliable staff employed by you and that the shipment has been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to acceptance for carriage of the shipment by us or for the performance by us of other services.
- g. We do not accept shipments that contain prohibited items.
- h. We may be required to and you hereby authorise us to share information, including your personal data for your shipment with the shipment destination country authorities or transit country authorities for customs and / or security reasons.

### 3. Right of Inspection

- a. You agree that we or any governmental authority including customs and security may open and inspect your shipment at any time and take any action we consider necessary in relation to a shipment if we need to verify the condition or nature of the shipment, the ownership or destination of the shipment or if we consider the shipment may contain prohibited items or dangerous goods.

### 4. Pallet control

- a. You must not transfer any pallets to any account which we may have with a pallet hirer;
- b. All pallets which may be supplied to you as part of the carriage and which we do not transfer to your account with a pallet hirer must be made available for collection by us when requested and must not be used for any other purpose. For the avoidance of any doubt we will not be liable to you for any storage fees in relation to the pallets;
- c. Pallet exchanges will not be allowed;
- d. We do not take responsibility for, or supply or exchange pallets.

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### 5. Calculation of transit route and costs

- a. Weekend days, public holidays, bank holidays, delays caused by customs, delays attributable to compliance with mandatory local security requirements or other events beyond our control are not included when we quote door to door delivery. The route and the method by which we transport your shipment shall be at our sole discretion.

### 6. Incorrect Addresses

- a. If we are unable to deliver a shipment because of an incorrect address, then additional charges may apply if the address to which we deliver the shipment is different to the one shown on the consignment note or the label affixed to your shipment.
- b. Deliveries to post office box numbers are not accepted.

### 7. Undeliverable or rejected shipments

- a. Where we are unable to complete the delivery of a shipment for whatever reason we will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made after a second attempt by us or the receiver refuses to accept delivery, we will try to contact you and agree the appropriate next action. You agree to pay us any costs we incur in forwarding, disposing or storage of or returning the shipment and our charges (if any) for making a second or more delivery attempts and for the agreed appropriate next action. If the address for delivery is unattended and you have given us a written 'authority to leave' then we may leave the shipment at the unattended address and delivery will be deemed to have occurred in accordance with these terms and conditions. You hereby agree to indemnify us against and hold us harmless from all claims by any party and from all loss or costs, of whatsoever nature, which we incur as a consequence of the shipment being left in accordance with such 'authority to leave'.

### 8. Your Obligations

- a. You warrant, represent and guarantee to us that:
  - i. the contents of the shipment (including but not limited to providing a full and accurate description of any dangerous goods, weight, volume and number of items) have been properly described on our consignment note and (where applicable) the 'sender's declaration for dangerous goods';
  - ii. the contents of the shipment have been correctly labelled and the label or labels have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by us;
  - iii. the consignee's contact details have been fully, accurately and legibly entered on our consignment note on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by us;
  - iv. the contents of the shipment have been prepared and packed safely and carefully by you to protect against the ordinary risks of transport including any associated sortation and/or handling process, or the performance by us of other services;

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- v. you will provide any special equipment we may need to load or unload the shipment on or off our vehicles;
  - vi. you have warned us if any item weighs 30 kilograms or more;
  - vii. all applicable laws and regulations have been complied with;
  - viii. if applicable, you have included in the shipment the correct commercial invoice related to the shipment (mentioning correct “bill to” address with applicable GST number, correct and clear description of the commodity;
  - ix. you alone own the shipment, or if there are other owners you act as their agent and they agree to the handling, transport and storage of the shipment in accordance with and agree to be bound by these terms and conditions.
- b. You agree to indemnify us and hold us harmless from any loss, liabilities and damages we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else:
- i. arising out of you being in breach of any of your obligations, warranties, representations and guarantees set out in these terms and conditions, even if we inadvertently accept a shipment that contravenes any of your obligations;
  - ii. If we receive any written notice of claim in connection with the carriage of a shipment, including but not limited to the handling, transport or storage of a shipment from any person other than you (including the sender where you are not also the sender).

### 9. Extent of our Liability

- a. SCS Transport Logistics will not be liable for any failure or delay in the performance of its obligations to the User if that failure or delay is due to circumstances beyond SCS Transport Logistics' reasonable control including, without limitation, any act of God or other cause including any mechanical, electronic, communications or third party supplier failure
- b. Subject to conditions below, we limit our liability for any loss, damage or delay of your shipment or any part of it arising from the international carriage of a shipment as follows:
  - i. Our liability for loss or damage to your shipment shall be governed by Australian law. In the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that shipment or the part which was delayed.
- c. To the extent permitted by law, we exclude all conditions, warranties and guarantees provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in Competition and Consumer Act 2010 (Cth) and the provisions of any State or Territory legislation.
  - i. Except where exceptional conditions apply, we bear no liability for any loss you suffer:
    - 1. arising from the carriage, including but not limited to any failure by us to perform any services in connection with the carriage or other services, any miss delivery, failure to deliver or delay in performing such services or other services;

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2. arising from any loss, damage or destruction to a shipment or any part thereof;
  3. arising from your use of Our Goods, including but not limited to where such goods are defective;
  4. for any reason whatsoever including our breach of contract, negligence, breach of duty as bailee, or wilful act or default.
- d. Subject to any other condition in these terms and conditions which limits liability, our maximum liability for all purposes in connection with the carriage of a shipment and the provisions of other services is limited to the total amount of payments received by us from you during a one (1) month period before a claim arises (less any amounts paid by us under this condition in respect of all or part of that period).

### 10. Exclusions

- a. We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity, loss of deterioration, loss of business, loss of reputation or goodwill, loss of value or use of intellectual property or other proprietary rights even if we had knowledge that such damages or loss might arise or for any other indirect, incidental, special or consequential damages or loss howsoever arising including without limitation our breach of contract, negligence, wilful act or omission or default.
- b. We are not liable if we do not fulfil any obligations towards you at all as a result of:
  - i. circumstances beyond our control such as (but not limited to):
  - ii. acts of god including earthquakes, cyclones, storms, flooding, fire, disease,
  - iii. fog, snow or frost;
  - iv. force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
  - v. national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
  - vi. latent defects or inherent vice in the contents of the shipment;
  - vii. criminal acts of third parties such as theft and arson.
  - viii. your acts or omissions or those of third parties such as:
    1. you being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular those warranties set out in conditions above;
    2. an act or omission of any customs, security, airline, airport or government official.
- c. The contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.
- d. Our refusal to make any illegal payments on your behalf.
- e. We are not a common carrier and do not accept any liabilities of a common carrier. We may refuse to handle, carry or store a shipment for any reason (in our absolute discretion).

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- f. We reserve the right to reject any shipment which does not conform to our required shipment profile.

### 11. Claims brought by third parties

- a. You undertake to us that you shall not permit any other person who has an interest in the shipment to bring a claim or action against us even though we may have been negligent or in default and if a claim or action is made you will indemnify us against all loss, damages and other consequences of the claim or action and the costs and expenses we incur in defending it.

### 12. Claims procedures

- a. You warrant to us that your insurers or any other third party having an interest in the shipment shall have waived any rights, remedies or relief to which they might become entitled by subrogation or otherwise against us.
- b. Subject to any law, regulation or convention which compulsorily applies and which we are unable to contract out of (irrespective of whether or not we have attempted to contract out of such law, regulation or convention), your right to claim damages against us shall be extinguished unless you comply with our claims procedure.
- c. If you believe we are liable to you, you must:
- i. immediately contact us; and
  - ii. send written notice of your claim (Claim Notice) to us within 14 days of the date that the cause of action giving rise to the claim arose (Notice Period).
- d. You will remain liable to pay all amounts we charge you in respect of the carriage of the shipment and other services, notwithstanding any Claim Notice.
- e. Even if you serve a Claim Notice on us within the Notice Period, we will have no liability to you in respect of such claim unless you commence legal proceedings against us within 6 months of delivery of the shipment or where the shipment is undelivered, the date for delivery of the shipment requested by you in the applicable consignment note.

### 13. Rates and Payments

- a. You waive all your rights to challenge our invoices if you do not contest our invoice in writing within 14 days from the date of the invoice. Even if you contest our invoice within the 14 day period, we will have no liability to you in respect of such claim unless you commence legal proceedings against us within 6 months of delivery of the shipment or where the shipment is undelivered, the date for delivery of the shipment requested by you in the applicable consignment note.
- b. Our charges (including applicable surcharges) are calculated in accordance with the rates applicable to your shipment as set out in or otherwise referred to on our current rates or in the relevant contract and must be paid in the currency stated in the invoice or otherwise in a local currency against exchange rates provided by us. We may check the weight and/or volume of and/or the number of items within your shipment and if we find that there is a discrepancy between your declared weight and/or volume and/or number of items you agree that the weight and/or volume and/or the number of items that we determine may be used for the purpose of our calculation.



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- c. Our charges are earned as soon as we collect the shipment from you, or from the address nominated by you.
- d. You must pay the charges relating to the carriage of the shipment or the performance of any other services upon our request.

### 14. Law and Jurisdiction

- a. In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of these terms and conditions all of which remain in force.
- b. Save as provided by any compulsory application of a convention, disputes arising from or related to these terms and conditions shall be subject to and governed by the laws Queensland. Each party irrevocably submits to the non - exclusive jurisdiction of the Courts of Queensland.

### 15. Privacy

- a. We will not collect, misuse and disclose your personal information.

### 16. Waiver and Variation

- a. We may only waive a right or remedy created by these terms and conditions in writing. Our delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does our waiver (either wholly or in part) operate as a subsequent waiver of the same or any other right.
- b. We reserve the right to amend these terms and conditions and the policies referred to in these terms and conditions from time to time without prior written notice to you.

### 17. Entire Agreement

- a. These terms and conditions and all our policies referred to in these terms and conditions and such other policies notified to you from time to time constitutes the entire agreement of the parties about its subject matter and any other agreements, understandings and negotiations on that subject matter (whether oral or in writing) will, unless specifically agreed to by us in writing, have no effect.
- b. We reserve the right to amend these terms and conditions at any time without notice to you.