



**ALL WAREHOUSING OPERATIONS AND DEDICATED STORAGE
CONDITIONS OF STORAGE**

1. (a) In these conditions "the Company" means Advanced Distribution Services trading in its own name or under any Business name and unless the context otherwise requires its servants, agents and subcontractors. The Company does not accept responsibility for or make any admission in relation to the accuracy of any of the matters contained in any Receipt given for the goods and in particular the accuracy of any weight, measurement, quality, quantity, gauge, strength or value endorsed on the Receipt.

(b) The Company accepts goods for storage and goods subject always to all provisions of these Conditions.

2. (a) The storer (which expression means the person or persons to whose order or in whose name of names the goods are from time to time being held) warrants that the goods comply with the requirements of any applicable law relating to the nature, condition and packaging of the goods and the expenses and charges of the Company in complying with the provision of any such law or with any order or requirement thereunder shall be paid by the Storer.

(b) If any of the goods are subject to the control of the Customs then the Storer hereby agrees to hold the Company harmless and indemnified in respect of all Customs Duty, Excise Duty and costs (including any fine or penalty) which the Company may become liable to pay and shall pay in respect of such goods pursuant to any law relating to customs or excise.

3. (a) SUBJECT TO CLAUSE 9 HEREOF THE GOODS ARE STORED ENTIRELY AT THE RISK OF THE STORER AND THE COMPANY WILL NOT BE LIABLE TO THE STORER OR ANY PERSON OR PERSONS CLAIMING THROUGH OR UNDER THE STORER FOR ANY LOSS OF OR DAMAGE TO OR CONCEALED DAMAGE, DETERIORATION, CONTAMINATION, OR EVAPORATION OF THE GOODS OR PART THEREOF OR ANY OTHER PROPERTY OR FOR ANY DEATH, ILLNESS OR INJURY CAUSED TO ANY PERSON ARISING OUT OF OR IN CONNECTION WITH, WHETHER DIRECTLY OR INDIRECTLY, THE STORAGE OF THE GOODS OR ANY PROCESSING, PACKING OR OTHER RELATED OR ANCILLARY SERVICE PROVIDED OR TO BE PROVIDED BY THE COMPANY AND WHETHER SUCH LOSS, DAMAGE, DEATH, ILLNESS, INJURY ARISES FROM THE NEGLIGENCE OF THE COMPANY OR OTHERWISE AND INCLUDING ANY CONSEQUENTIAL LOSS ARISING THEREFROM. NOTHING HEREIN CONTAINED SHALL CONSTITUTE THE COMPANY AS INSURERS OF THE GOODS HEREIN REFERRED TO.

(b) IT IS THE STORER'S RESPONSIBILITY TO ARRANGE ADEQUATE INSURANCE FOR THE GOODS IN VIEW OF THE APPLICATION OF ALL THOSE CONDITIONS UPON WHICH THE COMPANY ACCEPTS GOODS FOR STORAGE AND STORES SUCH GOODS.

4. Subject to clause 9 hereof, the Storer hereby indemnifies and keeps indemnified the Company from all claims demands and/or liabilities of whatsoever nature made by or incurred in favor of any person (whether or not claiming through or under the Storer) in connection with any loss, damage, death, illness or injury as aforesaid.

5. The goods, and any documents relating to the goods are accepted subject to a general lien and pledge for all charges now due or which may hereafter become due to the Company by the Storer on any account whether in respect of the goods comprised herein or in respect of any other goods for which the Company provides a storage or transport service or any other service. This right is additional to any right or rights conferred upon the Company by statute or general law.

6. Upon notice in writing being given by or on behalf of the Company to the Storer requiring the Storer to remove such goods or any part of them the Storer must within 1 month from the date of the giving of such notice pay any charges to which the general lien and pledge referred to in clause 5 extends and remove and take away such goods or part thereof. Such notice must be given by sending the same through the post to or by leaving it at the Storer's last known place of business. If upon the expiration of 1 month from the giving of such notice the Storer has failed to pay such charges as aforesaid and to remove the goods or part thereof the Company may remove such goods or part thereof and store them in such place and in such manner as it thinks proper and at the risk and expense of the Storer.

7. The Storer hereby warrants that he has full power and authority to deal with the goods and hereby indemnifies and shall keep indemnified the Company against any claim of whatever nature by any person or persons in respect of the goods, including but without limitation any claim by any person in respect of loss of or damage to, or concealed damage, deterioration, contamination, or evaporation of the goods howsoever arising (including but not limited to any negligence by the Carrier).

8. If the charges payable in respect of the goods or part thereof shall be in arrears and unpaid for three (3) months the Company may give seven (7) days notice in writing to the Storer requiring the Storer to pay the charges in arrears and unpaid. such notice may be given in the same manner as provided for in Clause 6 hereof. If upon the expiration of seven (7) days from the giving of such notice the Storer has failed to pay such charges, the Company may open any package or container in which the goods are contained and sell such goods or any part thereof upon such terms as it thinks fit and apply the proceeds in or towards discharge of the charges referred to in clause 5 and the costs of sale without being liable to any person for any loss or damage thereby caused.

9. (1) NOTWITHSTANDING THE PROVISIONS HEREOF THEY SHALL BE READ SUBJECT TO THE TRADE PRACTICES ACT 1974 (CMTH) AND TO ANY IMPLIED TERMS, CONDITIONS OR WARRANTIES IMPOSED BY THAT ACT OR ANY OTHER COMMONWEALTH, STATE OR TERRITORY LEGISLATION INSOFAR AS SUCH MAY BE APPLICABLE AND PREVENTS EITHER EXPRESSLY OR IMPLIEDLY THE EXCLUSION OR MODIFICATION OF ANY SUCH TERM, CONDITION OR WARRANTY.

(2) In cases where Part V Division 2 of the Trade Practices Act 1974 (or equivalent part of any State or Territory legislation) applies to enable the Company to limit its liability, the Company's liability shall be limited as the Company determines to any one of the following:

- (i) the supplying of the storage services again; or
- (ii) the payment of the cost of having the storage services supplied again.

10. The Company's trading terms are net fourteen (14) days from date of invoice. The Company's charges are quoted in Australian dollars (\$A) and all payments by the Storer must be made in Australian dollars (\$A).

11. It shall be the responsibility of the Storer at all times and in all circumstances to ensure that any container or containers or other packaging of the goods and any pallet or pallets which are delivered with the goods and which are required to be returned to the Owner of the containers, packaging or pallets or the nominee of the owner, are returned within the time required for such return by the Owner, or such nominee. The Company accepts no liability for the loss, damage or delayed return of any containers, packaging or pallets whatsoever, which may come into or pass through the possession of the company whether the Company or the Storer holds the containers, packaging or pallets as lessee, bailee, licensee or by any other means whatsoever, and the Storer agrees to indemnify the company against any claims, demands or liabilities arising out of or in connection with such loss, damage or delayed return.

12. The Storer authorises the Company (if the Company shall think fit so to do) to contract either in the Company's name as principal or as agent for the Storer in relation to the goods and their storage, or for leasing or using any container or pallet in or on which the goods may be placed or packed and to give any receipt for the goods or any container or pallet whether subject to any terms and conditions or not, and any such contract will be made upon the terms and subject to the conditions of any bill of lading, lease agreement, equipment handover agreement, interchange receipt or any other document as the case may require. Where the Company contracts either in the Company's name as principal or as agent for the Storer as referred to in this Clause, the Storer shall indemnify and keep indemnified the Company against all claims and liabilities of whatsoever nature arising out of or in connection with the Company so contracting.

13. The Company may store the goods or have them stored by any method which the Company in its absolute discretion deems fit and notwithstanding any instruction verbal or otherwise that the goods are to be stored in a certain manner. In addition, the Company may arrange for the storage of the goods by an independent contractor or sub-contractor of the Company.

14. Subject to clause 9 hereof, the Storer hereby releases and indemnifies the Company from and against any claims, demands and/or liabilities arising out of or in connection with any personal injury illness or death to any person, damage to any property, or any other loss or damage of any kind whatsoever (including financial loss) caused or contributed to by the goods (whether or not occurring whilst the goods are in the possession of the Company), and howsoever arising including but not limited to any negligence by the Company.

15. In respect of any Clause herein which excludes or in any way limits the liability of the Company in respect of the storage of the goods or which contains an indemnity in favor of the Company, the Company in addition to acting for itself is acting as agent of and trustee for each of its servants and also any other person or company with whom the Company may arrange for the storage of the goods and the servants of such person or company so that its servants and such person or company and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions, limitations of liability or indemnities are concerned and if insofar as may be necessary to give effect to this clause the Company shall hold the benefit of these clauses for its servants and for any such person or company and his or its servants.

16. Quotations are given on the basis of the rates of freight, insurance premiums, warehousing charges, statutory fees, currency exchange rates or any other rates or charges applicable at the time of the quotation. If any changes occur to any of these rates, fees or charges after the quotation has been given, the Company reserves the right to withdraw or revise the quotation, whether or not the quotation has already been accepted.

17. These conditions shall be governed and construed in accordance with the laws of the State in which the storage takes place and any proceedings against the Company shall be brought in that State and not elsewhere within twelve (12) months from the date of contract.

18. All the rights, immunities, indemnities and limitations of liability in these conditions of storage shall continue to have their full force and effect in all circumstances and notwithstanding any breach of contract or of any conditions hereof by the Company.

19. The Company shall not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Company by an authorised officer of the Company. The Consignor authorises the Carrier (if the Carrier should think fit so to do) to contract either in the Carrier's name as principal or as agent for the Consignor for the carriage of the goods, or for leasing or using any container or pallet in or on which the goods may be placed or packed and to give any receipt for the goods or any container or pallet whether subject to any terms and conditions or not and any such contract will be made upon the terms and subject to the conditions of any bill of lading or other forms or terms of contract for carriage whether by sea, rail, road or air or of any lease agreement, equipment hand-over agreement, interchange receipt or any other document as the case may require. Where the Carrier contracts either in the Carrier's name as principal or as agent for the Consignor as referred to in this clause, the Consignor shall indemnify and keep indemnified the Carrier against all claims and liabilities of whatsoever nature arising out of or in connection with the Carrier so contracting.

NOTWITHSTANDING THE PROVISIONS HEREOF THEY SHALL BE READ SUBJECT TO THE TRADE PRACTICES ACT 1974 (CMTH) AND TO ANY IMPLIED TERMS, CONDITIONS OR WARRANTIES IMPOSED BY THE ACT OR ANY OTHER COMMONWEALTH, STATE OR TERRITORY LEGISLATION INSOFAR AS SUCH MAY BE APPLICABLE AND PREVENTS EITHER EXPRESSLY OR IMPLIEDLY THE EXCLUSION OR MODIFICATION OF ANY SUCH TERM, CONDITION OR WARRANTY.

20. The consignor hereby warrants that he has full power and authority to deal with the goods and hereby indemnifies and shall keep indemnified the Carrier against any claim of whatever nature by any person or persons in respect of the goods, including any claim by the Consignee or any other third party in respect of loss of or damage to or misdelivery, delay in delivery, concealed damage, deterioration, contamination, evaporation or non-delivery of the goods howsoever arising (including but not limited to any negligence by the Carrier).

21. Subject to clause 19 hereof, the consignor hereby releases and indemnifies the Carrier from and against any claims, demands and/or liabilities arising out of or in connection with any personal injury, illness or death to any person, damage to any property, or any other loss or damage of any kind whatsoever (including financial loss) caused or contributed to by the goods (and whether or not occurring whilst the goods are in the possession of the Carrier), and howsoever arising, including but not limited to any negligence by the Carrier.

22. The carrier's trading terms are net fourteen (14) days from date of invoice. The Carrier's charges are quoted in Australian dollars (A\$) and all payments by the Consignor must be made in Australian dollars (A\$).