

SERVICES TERMS – WAREHOUSING

These terms apply to all the services we provide to you in the future. They replace all other arrangements between us.

1. **(Services)** We will provide the services to you.
2. **(Change to services)** If there is a material change in the nature or volume of our services prior to the Review Date we may renegotiate our charges with you or end our agreement by 30 days' notice to you.
3. **(Payment)** You must pay our charges within 14 days of our invoice date, without set-off or counterclaim or any withholding, free and clear of and without deduction for any tax. Our charges are quoted in Australian dollars on a GST exclusive basis, and you must pay the amount of our charges increased by the same amount of GST that is payable on our services.
4. **(Review)** We will from time to time provide to you a notice varying the charges and the services. The charges and services referred to in the notice will apply from the Review Date or one month after the date of the notice (whichever is later). We may also notify you of a new Review Date and when we do that Review Date will apply to any notice to vary the charges and services served on you in accordance with this clause after the date of the notice varying the Review Date.
5. **(Dispute)** If you dispute a payment is due to us you must notify us of the dispute and provide us with full details of the dispute before the due date for payment. You must pay all undisputed amounts when due. We will endeavour to resolve the dispute with you as quickly as possible. You agree to indemnify us for all losses suffered by us relating to any vexatious or unsuccessful claim you make under this clause.
6. **(Storage and handling)** We may store and handle your goods as we see fit, subject to any special arrangements we have agreed with you in writing. We may open and inspect any packaged goods to determine their nature or identification. We do not have to accept any goods if we believe they are dangerous or offensive.
7. **(Our warranties)** All warranties that apply to us and our services are excluded except if such exclusion is unlawful. If a warranty cannot be excluded, our obligation under it will be limited, at our option, to supplying the services again or paying the cost of having those services supplied again.
8. **(Your warranties)** You warrant to us that: (a) you are either the owner of the goods or authorised by the owner to accept these terms for the owner; and (b) you have fully and adequately described the goods, their nature, weight and measurements and

complied with all applicable laws and regulations about the notification, classification, description, labelling, transport, packaging and storage of the goods including any specific regulatory requirements concerning dangerous or hazardous materials.

9. **(Pallets)** If any goods are stored by us on pallets that are hired by you, you are responsible for any hire charges for those pallets.
10. **(Risk and Northline's Limitation and Exclusion of liability)**

10.1. Limitation and Exclusion of Northline's Liability

10.2. IMPORTANT NOTE:

Where the Australian Consumer Law applies to any Services, it will apply regardless of any provisions in these Service Terms - Warehousing.

- 10.3. Subject to all guarantees and laws which cannot be excluded, or which restrict the operation of terms limiting our liability, including the Australian Consumer Law, our liability is **limited and excluded** on the following basis:

- (a) the goods and handled, stored and distributed at your risk;
- (b) Unless our liability cannot be excluded or limited by any mandatory applicable law, we are fully released from all claims relating to the handling, storage and distribution of goods for you, except to the extent that we, our Subcontractor, or any employee, contractor or agent of either of them is proven to have by its negligence, wilful misconduct or unlawful conduct caused any loss, damage, injury or death resulting in you incurring a direct loss, in which case, our liability is limited to the higher of:
 - (1) supplying the Services again;
 - (2) five times the cost of having the Services supplied again; or
 - (3) AUD\$3 per kilo of goods lost or damaged.
 - (4) A single total payment of AUD\$250.

- 10.4. For the purposes of calculating the value of the Services as it is referred to in clause 10.3(b) above, it is limited to the Services provided in relation to the goods lost or damaged, which are proven to have, by way of negligence, wilful misconduct or unlawful conduct caused the direct loss (in accordance with clause 10.3), and is inclusive at all losses and associated costs and expenses.



10.5. Subject to Clause 10.3, we shall not be liable for loss or damage howsoever caused (whether or not direct, indirect or consequential) to property other than the goods themselves and shall not be liable for any pure economic loss or loss of actual or anticipated profit or revenue, loss of goodwill or business or saving or opportunity, losses in connection with contracts, agreements or understandings you (the Customer) has with third parties, delay or deviation howsoever arising.

11. **(Termination)** Either of us may terminate the services with 90 days notice to the other.
12. **(Freight)** Our Terms and Conditions of Carriage on our website (located at: <https://www.northline.com.au/terms-conditions/>) apply to all carriage we arrange or undertake for you. Please be aware that our terms and conditions include limitations and exclusions of our liability in some circumstances. All consignments may be subject to a cubic conversion of 333kg per cubic metre for the purposes of pricing calculations. You must pay to us any dangerous goods surcharge or fuel surcharge we determine in our discretion and apply on a consignment. The charge will be calculated in accordance with our standard practice as applying from time to time. If we do we will notify you by invoicing you for the amount of the charge. You still must pay charges for deliveries that cannot be completed for reasons outside our control together with the subsequent delivery charge, upon completion.
13. **(Indemnity)** Subject to clause 10, you indemnify us, our servants, agents, and contractors against any loss in connection with the handling, storage and distribution of your goods.
14. **(Notices)** All notices in connection with these terms must be in writing and sent to the address, facsimile or email of the other set out on the schedule or the other substitute address, facsimile or email the recipient has notified to the sender, for the purposes of this provision. A notice sent by post is taken as delivered 2 days after posting; if sent by facsimile or email on completion of the transmission.
15. **(General)** You must give us the information we reasonably require about your goods. Our records about the goods and our storage and handling of them are conclusive. You may not assign any of your rights under these terms. We may add to or vary these terms, except in relation to our changes, at any time by giving you at least 30 days notice. These terms are governed by the laws of the state set out in our details in the schedule. We may engage subcontractors and other parties to carry out the services.

16. **(Interpretation)** In these terms:

charges means the price for the services as set out in the schedule;

GST means goods and services tax;

Review Date means the date described as such in the schedule;

services means the storage and handling of your goods as is described in the schedule

we means Northline NomineeCo Pty Ltd ACN 606 812 640 as agent for Northline Partnership ABN 18 677 809 229 and includes their successors, administrators and assigns and where not repugnant to the context includes their servants, agents and subcontractors and us and our have a corresponding meaning;

you means the person described in the schedule as Client; and **your** has a corresponding meaning.

Also, the singular includes the plural and vice versa; person includes a firm or body corporate, an incorporated body, association or any authority; a reference to a person includes its executors, administrators, successors and permitted assigns; and where two or more persons are a party, they are all bound jointly and severally.

17. **(Australian Consumer Law)** These terms shall be read having regard to the provisions of the Australian Consumer Law (set out in Schedule 2 of the Competition and Consumer Act 2010) to the extent that those provisions are applicable to these terms. These terms do not have the effect of excluding, restricting or modifying rights under the Australian Consumer Law which cannot be excluded, restricted or modified by agreement. Liability of the Northline arising out of any one incident, for breach of a warranty implied into these terms by the Australian Consumer Law, is limited to the following as determined by Northline:

- the supplying of the services again; or
- the payment of the cost of having the services supplied again.

