

CEVA Logistics (Australia) Pty. Ltd.

Standard Terms and Conditions of Contract

1. This contract is between you and us, CEVA Logistics (Australia) Pty. Ltd. (CEVA™).

1.1 This Contract states the terms on which we will supply services to you. In this Contract, you are our customer, ie the person engaging our services. Usually (but not always) you are the person specified as the sender on the front of this Contract.

1.2 We are not a common carrier. We may refuse to handle, transport or store vehicles for you for any reason whatsoever.

1.3 The terms of this Contract cannot be waived or varied.

1.4 By vehicles we mean:

- any vehicles accepted from you or on your behalf.
- Vehicles include: Cars, Light Commercial, Heavy Commercial, Trailers, Motor Bikes, Boats or Caravans.

1.5 By services we mean all services supplied to you in any capacity, including as forwarding agent, shipping agent, forwarder, storer, carrier, or bailee.

1.6 We and any subcontractor may subcontract part or all of our obligations on any terms.

1.7 You agree that:

- our employees, agents and subcontractors and their employees, agents and subcontractors have the benefit of this Contract (in particular paragraphs 4.2, 5.4 and 10) as if they were parties to it; and
- we hold that benefit on trust for them and can, if requested by them, enforce it on their behalf.

2. If you are a consumer

If you are a consumer as defined in the Trade Practices Act, this Contract does not affect any rights you may have as a result of that Act.

3. You must pay if no one else does

3.1 Our charges are earned as soon as we collect the vehicles from you, or from the address nominated by you.

3.2 You must pay the charges relating to the transport of the vehicles (including extended warranty - see paragraph 9) unless the sender (where you are not also the sender) or the receiver pays them. If another person is nominated on the front of this Contract as paying the charges, you promise that person will pay. You are obliged to pay within agreed payment terms, ie

- Casual Customers – Pre paid; or
- Approved account customers - within 7 days from date of invoice.

3.3 In addition to freight we will charge you for:

- any additional expenses we incur as a result of any incorrect declaration by you of the size, quantity, description or modifications to the standard of the vehicles eg roof racks, bull bars, lowered suspensions etc.
- any storage charges or other charges or expenses we incur in relation to the vehicles.

3.4 We are entitled to retain and be paid all allowances and remuneration paid including those customarily paid by or to forwarding agents, shipping agents, forwarders, storers, carriers or bailees.

3.5 Any cancellation, refund or alteration of vehicle movement from and to destinations requires 3 working days of prior notice. Failure of notification will attract fees in accordance with CEVA™ booking cancellation and refund policy upto the full value of the booking charge.

4. Some of your promises

4.1 Your promises are important because if they are incorrect we may, for example, be fined for unlawfully transporting the vehicles, or the items may not be covered under CEVA™'s extended warranty (eg. personal effects).

4.2 You promise us and the persons referred to in paragraph 1.7 that:

- you alone own the vehicles, or if there are other owners you act as their agent and they agree to handling, transport and storage of the vehicles on the terms of this Contract;
- you will indemnify us as soon as we receive any written notice of claim in connection with this Contract or the handling, transport or storage of the vehicles from any person other than you (including the sender where you are not also the sender);
- you have completed the front of this Contract accurately;
- the vehicles are presented to withstand handling, transport and storage;
- you have complied with all laws in connection with the vehicles to ensure that they can be lawfully handled, transported and stored;
- you have not asked us to handle, transport or store the vehicles in any way that could be unlawful;
- you will not sue any person referred to in paragraph 1.7 for anything arising in connection with this Contract or the handling, transport or storage of the vehicles; and
- you will indemnify us for any loss or damage caused to any person, including property damage, as a result of your breach of this Contract.

It is agreed that the indemnities in this paragraph will operate irrespective of whether any loss or damage arises from a wilful, deliberate or unauthorised act or omission by us or by any of the persons referred to in paragraph 1.7.

5. Dangerous Goods

5.1 Dangerous goods cannot be accepted for transportation.

5.2 Goods are dangerous if they are classified by either the IATA Dangerous Goods Regulations or the Australian Dangerous Goods Code or if they might injure or damage people, property or the environment. They include goods that are or may become poisonous, corrosive, volatile, explosive, flammable or radioactive but excludes goods that are inherently part of that vehicle eg petrol in the tank or LP Gas connected to the vehicle.

5.3 You promise that no dangerous goods have been placed in the vehicles.

5.4 Whether or not you have told us that any goods are dangerous, you agree that if we, or if any of the persons referred to in paragraph 1.7, consider on reasonable grounds that the goods may cause injury or damage, we or any of them can, at your cost do anything appropriate, including disposing of or destroying them. We will not be liable to you for any loss or damage you may incur by reason of our actions under this paragraph. You will always bear all risk of loss of or damage to, arising in connection with dangerous goods.

5.5 You will be liable for any loss or damage caused to our properties or other parties' properties as a result of or in connection with your actions to dangerous goods under this paragraph.

6. You give us authority to:

- use any method for handling, transporting or storing the vehicles. We will give priority to any instructions given by you, but if such instructions cannot be followed, we will use another method;
- deviate from any usual route of transport or place of storage;
- claim a general or particular lien over the vehicles, and any documents relating to them, for outstanding payments relating to those vehicles which are to be, handled, transported or stored on your behalf;
- sell any vehicles held by us for outstanding payments by public auction or private sale without any notice to you.
- allow us to deduct or set off from any payment due to you any outstanding amount or payment that you have owing to us.

7. Delivery

7.1 We will attempt to deliver to the address nominated by you. Delivery is deemed to be effected when we receive a signed receipt or delivery docket.

7.2 If that address is unattended, delivery is deemed to have occurred.

7.3 If the address of delivery is unattended and we elect to re-deliver vehicles to you, we will charge you for the costs of the re-delivery including any storage costs we may incur.

8. Notify promptly if you have a claim for extended warranty

8.1 If you believe we are liable to you, you must:

- make a note on your consignment note at the time of delivery;
 - notify us immediately; and
 - send your written extended warranty claim request to us within 7 days.
- If we do not receive a written extended warranty claim request from you within that time, we will have no liability to you. Notwithstanding your extended warranty request, you remain liable to pay our charges under this contract.

8.2 We will have no liability to you, even if you give us a written notice within that time, if you do not commence legal proceedings against us within 6 months after the date of delivery.

9. Extended Warranty

9.1 All vehicles transported by us receive Automatic extended warranty as referred below, unless specifically excluded.

9.2 If you have elected Additional extended warranty as referred below, you must arrange at the time of booking and obtain approval before you give us custody of the vehicle. You are required to declare the approved value of the vehicle in the front of this Contract.

9.3 If we have agreed to the extended warranty for the vehicle then our liability to you is limited to the amount of the warranty shown on the front of this Contract.

9.4 Warranty is only for physical loss or damage.

An additional charge will be levied for the extended warranty as follows:

1. WARRANTY:

CEVA™ warrants:

(a) to deliver the vehicle to the location identified in this consignment note in the same condition that the vehicle was delivered to CEVA™. You agree that CEVA™ will not be liable for the condition of the vehicle if that vehicle has not been collected from CEVA™ within 30 days of delivery; and

(b) that if the vehicle is stolen and not recovered within a reasonable time or totally written-off CEVA™ will pay the market value of the vehicle or, if the vehicle is damaged, the cost of repairs of the vehicle, up to the chosen limit of liability. If the vehicle has been stolen or deemed to be totally written-off and payment is made, you agree that CEVA™ shall have the full salvage rights to that vehicle or if that vehicle is later found CEVA™ shall have full ownership rights over that vehicle.

2. EXCLUDING:

- Loss or damage to personal effects left in the vehicle and/or damage caused to the vehicle by having personal effects in the motor vehicle.
- Loss or damage to the vehicle other than whilst in the care custody of CEVA Logistics.
- Mechanical or electrical derangement, and;
- Force Majeure Event.

3. AUTOMATIC:

\$77.00 inclusive of GST up to the vehicle's current market value or \$60,000 whichever is the lesser.

4. ADDITIONAL:

\$3.30 inclusive of GST per additional \$1,000 value above \$60,000.

5. EXCESS:

Nil warranty excess.

6. AVERAGE:

Warrant is to be for full value of the vehicle. If value under declared by more than 20% then average will apply.

7. WARRANTY

PAYMENT REQUESTS:

To be submitted within (7) days of delivery.

10. All other liability to you

10.1 Services are supplied at your risk. You:

- bear all risk of loss or damage to the vehicles, unless we have agreed to the extended warranty for the vehicle, in which case we are liable to pay you only up to the limit of the extended warranty; and
- always bear all risk of loss or damage arising in connection with the vehicle.

10.2 We and the persons referred to in paragraph 1.7 are not liable for any delay, loss, or damage arising from the supply of or failure to supply services for any reason whatsoever including breach of contract, negligence, breach of duty as bailee, or our wilful act or default.

10.3 We and the persons referred to in paragraph 1.7 have the benefit of these exclusions and limitations of liability even if any loss or damage arises for any reason whatsoever including breach of contract, negligence, breach of duty as bailee, or our wilful act or default.

10.4 Clauses 10.1 to 10.3 also apply in respect of extended warranty claims for consequential losses, including loss of profits.

11. Force Majeure Event

11.1 If a party is wholly or partially precluded from complying with its obligations under this Contract by Force Majeure Event affecting that party, then that party's obligation to perform in accordance with this Contract (except where there is an obligation to pay for the service has already rendered) will be suspended for the duration of the delay arising out of the Force Majeure Event.

11.2 As soon as possible after a Force Majeure Event arises, the party affected by it must, if it has not already done so, notify the other party of the Force Majeure Event and the extent to which the notifying party is unable to perform its obligations under this Contract.

11.3 For the purposes of this clause a "Force Majeure Event" means anything outside that party's reasonable control, including without limitation, fire, flood, drought, hail, storm, lightning, act of God, peril of sea or air, explosion, sabotage, accident, embargo, labour dispute or shortage, civil commotion and act of war.

