

This page and the following pages are the terms and conditions of the contract between you and Murellis. It is important that you read these terms carefully.

MURRELLS FREIGHT SERVICES PTY LTD ABN 85-120-204-471

TERMS & CONDITIONS

- 1. Definitions**
- 1.1. **"Murellis"** means Murrell Freight Services Pty Ltd - ABN 85 120 204 471 and its related bodies corporate within the meaning of that expression in Section 9 of the Corporations Act 2001 and Sub-Contractors.
- 1.2. **"Sub-Contractor"** means any Person **Murellis** arranges to provide **Services** for the **Goods**.
- 1.3. "Person" includes any person, a corporation, partnership, joint venture, association, authority, trust, state or government.
- 1.4. "Services" means all operations and services performed by Murellis in relation to the Goods.
- 1.5. "Goods" means any goods provided by the Sender including the including the packages or containers containing those goods, or pallets supplied by or for the Sender.
- 1.6. "Dangerous goods" includes any goods that are noxious, dangerous, hazardous, flammable, explosive, radioactive or likely to cause damage to any property or person.
- 1.7. **"Charges"** means **Murellis** quoted charges for **Services** in accordance with its rates schedule, the charges in 7 and any tax including a goods and services tax (GST) levied on the charges.
- 1.8. "Sender" includes the person, customer, owner, storer, consignee and consignee of any goods and their agents.
2. **MURRELLS IS NOT A COMMON CARRIER** and accepts no liability as a common carrier. Murellis may at its discretion refuse to perform Services. Services are provided subject only to these terms and conditions.
- 2.1. Services**
- 2.1.1. Murellis relies on the details supplied to it and does not warrant the accuracy of those details.
- 2.1.2. Murellis will deliver the goods to the Receiver's address unless Murellis has agreed to deliver the goods to another address.
- 2.1.3. Murellis will not exchange any pallets with any Person.
3. **Senders Obligations**
- 3.1. The Sender must:
- 3.1.1. Not provide to Murellis Dangerous Goods or Goods which may become Dangerous Goods without making full disclosure to Murellis in writing of all details as to the nature of the goods and obtaining Murellis consent.
- 3.1.2. Not provide to Murellis Goods that do not comply with the Receiver's requirements for the Goods and if the Sender fails to do so must pay all of Murellis disbursements that are incurred as a result.
- 3.1.3. If the Services include storage or holding of Goods:
- 3.1.3.1. Unless otherwise agreed, give at least 7 clear days notice to Murellis of its intention to collect the Goods or have them collected or redelivered; and
- 3.1.3.2. If Murellis gives notice to the Sender requiring the Sender to remove the Goods or any part from storage, pay any Charges outstanding and then remove the Goods or that part within 7 days of the date of notice.
4. **Sender's Warranties**
- 4.1. The Sender warrants that:
- 4.1.1. It is either the owner or the authorised agent of the owner of the Goods and it accepts these conditions for itself or for parties on whose behalf it is acting;
- 4.1.2. It is bound by and warrants that it has accurately described the Goods including their nature, weight and measurements and complied with all applicable laws and regulations of the Commonwealth of Australia and any States and Territories about the notification, classification, description, labelling, transport and packaging of the Goods and that, given their

- nature the Goods are packed in a proper way to withstand the ordinary risks of the Services;
- 4.1.3. The Person delivering any Goods to or requiring any services from Murellis is authorised to sign all the documents related to the services on behalf of the Sender;
- 4.1.4. Neither it nor any other Person will make an allegation or claim against Murellis or any other Person about the Services except under condition 8
- 4.4.5 The Sender will indemnify Murellis from any loss, damage, expense, penalty, fine or liability arising from a breach of the Sender's or Receiver's obligations or these warranties and conditions.
5. **MURRELLS Rights**
- 5.1. Generally:
- 5.1.1. If the goods are Dangerous Goods or are liable to become Dangerous Goods Murellis may, at its sole discretion and at the sender's cost destroy or otherwise deal with the goods and the Sender shall indemnify and keep Murellis indemnified against all loss, penalties, claims, costs and expenses incurred by Murellis as a result.
- 5.1.2. Murellis will endeavor to give priority to the method of providing the Services that is specified by the Sender, if any, but at all times it retains an absolute discretion to provide the Services by another method.
- 5.1.3. If identification documents are lost or damaged Murellis may open any document, package or container that holds the goods to inspect them for the purpose of identifying them.
- 5.1.4. Murellis may place or move the Goods with others and may arrange for the Services to be provided by any Sub-Contractor on any terms.
- 5.1.5. Murellis may use any container, pallet or rail wagon in which or on which the Goods may be placed or packed for any purpose subject to the terms of any agreement and give any receipt for any container or pallet or rail wagon.
- 5.2. Delivery of Goods:
- 5.2.1. Murellis is authorised to deliver the goods to the address provided by the Sender and this will constitute delivery of the Goods if any person at the address provides an acknowledgement of delivery to Murellis.
- 5.2.2. If the address is unattended or the Receiver fails to take delivery of the Goods, Murellis may:
- 5.2.2. 1. Leave the Goods at the Receiver's address;
- 5.2.2. 2. Store the Goods; or
- 5.2.2. 3. Return the Goods to the Sender's address and its action under 5.2.2. 1, 5.2.2.2 or 5.2.2.3 will constitute delivery.
- 5.2.3. Where Murellis is delivering the Goods by rail and the Receiver's address is at a destination where Murellis has no receiving depot, Murellis may deliver the Goods to the nearest railhead and this will constitute delivery.
- 5.2.4. Murellis may use an alternate route or mode of transport where Murellis considers it appropriate.
- 5.3. Storage of Goods:
- 5.3.1. If any charges are unpaid for 7 days Murellis may require the Sender to remove the Goods.
- 5.3.2. Unless and until all Charges have been paid, a receipt is signed by the Sender or the Sender's agent, and the Person applying for redelivery, if not the Sender, tenders a proper authority signed by the Sender, Murellis does not have to make the Goods available to any Person.
- 5.3.3. If the Sender fails to remove Goods as required by a notice under 3.1.3.2, Murellis may return the Goods to the Sender at the Sender's last known address, or store them at the expense and risk of the Sender.
6. Murellis's Liability
- 6.1 The parties acknowledge that certain rights may be implied by law ("implied rights") that cannot be restricted by agree ment and that the implied rights are not altered by these conditions except to the extent allowed by law.
- 6.2 Notwithstanding any other part of these conditions, in all circumstances Murellis' liability is limited to:
- 6.2.1 Supplying the Services again; or
- 6.2.2 The cost of supplying the Services.
- Charges and payment

- 7.1. The Sender or the Sender's agent must:
- 7.1.1. Unless otherwise agreed, pay Murellis invoices within 14 days of the date of the invoice;
- 7.1.2. Pay freight by weight or measurement as Murellis determines including any additional freight that is required if the Goods are re-weighted or re-measured.
- 7.1.3. Pay any charge for demurrage at the rate deemed by Murellis;
- 7.1.4. Pay Murellis expenses and charges to comply with:
- 7.1.4. 1. Any law or regulation or any order or requirement made under them including customs duty, excise duty and other costs such as penalties, or
- 7.1.4. 2. The requirement of any market, harbour, dock, railway, airline, shipping, customs, excise, or warehouse authority or other Person;
- 7.1.6. Supply or pay for labour or machinery or both to load, unload, maintain or protect the Goods;
- 7.1.7. pay an additional charge at industry rates where the Receiver is not available during normal business hours or the time specified, or if there is any delay outside Murellis control in loading or unloading or delivery greater than 30 minutes.
- 7.1.8. Pay the cost, expense or loss to Murellis under 5.1.1 and 5.2.2, of opening or inspecting under 5.1.3 and of advertising and sale under 9.2.2;
- 7.1.9. Compensate Murellis for any cost, expense or loss to Murellis' property or to any Person caused by the Goods, the Sender, the Receiver or any Person acting for the Sender or the Receiver;
- 7.1.10. If any Charges are not paid on the date for payment, pay interest on the unpaid Charges at a rate 6% higher than the prevailing rate under the penalty interest Schedule 5 of the Uniform Civil Procedure Rules NSW 2005 and pay any charge or amount owing to Murellis under any other contract
- 7.1.11. If photocopies of documentation are required from Murellis, pay Murellis a charge of \$5.00 per page; and
- 7.1.12. Pay Murellis any costs that cannot be recovered from the proceeds of sale of the Goods under 9.2.
- 7.2. If a Person other than the Sender is nominated to pay the Charges and doesn't do so within 7 days of the date for payment, the Sender must pay the Charges and a transfer charge of \$10.00 immediately upon Murellis demand.
- 7.3. Murellis charges are payable at the time of the Goods being accepted for storage, whether delivery has taken place or not and whether the Goods damaged or not.
- 7.4. Murellis is not liable to refund a payment for Charges under any circumstances.
- 7.5. Murellis quotes and charges are exclusive of GST unless stated otherwise.
8. Damages
- 8.1. Murellis does not provide service for: prepaid wallets, satchels & labels, appliances with electrical components, computers, jewellery, porcelain china, crystal, marble or enamel goods, dangerous goods, glass, windscreen, precious stones or metals, currency or negotiable instruments, produce or perishable goods, fragile goods, regulated waste, cigarettes or other goods under bond.
- 8.2. Murellis will not pay any damages if the loss or damage is caused by ordinary wear and tear, insufficient and/or unsuitable packaging or preparation, delay, an event beyond Murellis reasonable control or the manner in which the Sender loads transport vehicle.
- 8.3. Unless the Sender notifies Murellis of the loss or damage within 2 days of the date of delivery where goods are damaged or within 7 days of the anticipated delivery date where goods are lost and substantiates the amount of the loss or damage when and as Murellis requests Murellis will refuse payment of damages to the Sender.
- 8.4. Unless otherwise agreed, if Murellis pays damages under this condition it will pay either \$800.00 or the substantiated amount of the damages: whichever is the lesser amount.
- 8.5. If Murellis pays damages to the Sender, Murellis may retain or recover the damaged Goods if the value of the Goods damaged is less than the amount paid.
- 8.6. Murellis will only pay damages under this condition for the direct loss or damage to the Goods and will not pay

- damages for any indirect loss or damage in any circumstances.
9. Lien
- 9.1. Murellis has general lien on the Goods and all other Goods of the Sender for all invoices and charges payable to Murellis by the Sender.
- 9.2. If the Charges are unpaid or the Sender or Receiver fails to take delivery or return of the Goods, Murellis may immediately and without further notice to the Sender:
1. Store the goods as Murellis thinks fit at the Sender's risk and expense; or
2. Sell all or any of the Goods and apply the proceeds to discharge the lien and costs of sale including any monies payable to Murellis under these conditions.
10. Claims
- 10.1. If Murellis is liable for damage to or loss of the Goods or any part of the Goods, no claim for the loss or damage may be made unless notice of the claim is lodged in writing within 2 days of the delivery or; for non-delivery, within 7 days of the anticipated date of delivery.
- 10.2. Unless Murellis has been notified of a claim within time under 9.1 the parties accept that it has adequately performed all of its obligations to the Sender.
- 10.3. Subject to condition 6, unless an action is brought within 6 months of completion of the Services or the anticipated date of completion of the Services, Murellis will be discharged from all liability for loss or damage in relation to the Services.
- 10.4. Time is of the essence in relation to this condition and condition 8.
11. Exclusions & Limitations
- 11.1. Subject to condition 6, Murellis excludes from these conditions all terms implied law or custom.
- 11.2. Subject to any application of section 8 and subject to 6, the Goods will at all times be at the risk of the Sender and the Sender and Receiver indemnifies and will protect Murellis from any claim that may arise from any acts or omission of Murellis or any or all of the Goods, the Services, any delay, non-delivery or other failure to supply the Services, however that claim may occur.
- 11.3. Murellis and any of its agents or Sub-Contractors are protected by these conditions to the same extent as Murellis.
- 11.4. Even if Murellis breaches any of these conditions these conditions will still be binding on the parties.
- 11.5. Murellis will not collect cash on delivery or any other payments for any person.
12. Insurance Cover
- 12.1. Murellis does not provide goods cover or insurance. The Sender must, if it determines necessary, insure the Goods whilst Murellis performs the Services pursuant to this agreement.
13. Governing Law
- 13.1. This agreement is governed by the laws of the State of New South Wales.
14. Severance
- 14.1. If any condition is found to be void or unenforceable then it will not affect the validity or enforceability of any other condition.
15. Waiver
- 15.1. No waiver, discharge, release or variation of any of these conditions will be binding unless it is in writing.

Murellis Freight Services Pty Ltd
ABN 85-120-204-471
Sender:
By its authorised officer:
By its authorised officer: