TERMS AND CONDITIONS

1. Kings Transport (VIC) Pty Ltd (ACN 672 225 133); Kings Transport (NSW) Pty Ltd (ACN 672 225 053); Kings Transport (QLD) Pty Ltd (ACN 672 225 099); Kings Transport (WA) Pty Ltd (ACN 672 225 151); Kings Transport (SA) Pty Ltd (ACN 672 225 115) (**Kings Transport**) offers to supply the carriage and/or storage of goods as agreed or requested (**Services**) for the charges determined consignees and sub-contractors (**you** or **your**) accepts the provision of the Services by Kings Transport, subject to these conditions (**Conditions**). Every exemption, limitation, or condition contained in these Conditions and every right, power, authority, exemption from liability, defence and immunity applicable to Kings Transport or to which Kings Transport is entitled, will be available and extend to protect Kings Transport's related bodies corporate, agents, officers, employees and sub-contractors (**we, us,** or **our**), provided that only Kings Transport's authorised officers may agree to a variation of these terms and conditions in writing. Your request for the supply of Services constitutes acknowledgeable that you agree to be bound by these Conditions.

2. We are not a common carrier and accept no liability as such. We reserve the right to refuse to supply any Services to you for any reason whatsoever.

3. You agree that we may subcontract the whole or any part of the supply of the Services or any ancillary services on any terms and conditions we decide.

4. The Contractor agrees and the Customer authorises the Contractor as agent for the Customer to contract with any other person, firm or company ("**Sub-Contractor**") for the Services, carriage, movement, transportation or storage of the goods or for the performance of any ancillary services. Any such contract ("**Sub-Contract**") may be made upon the terms of the contract used by the Sub-Contractor and the Customer will be bound by and subject to all exclusions and other terms and conditions without recourse to or any claim against the Contractor by reason of the Contractor entering into such arrangements.

5. The Contractor shall be entitled to retain for its own benefit, without accounting to the Customer, any difference between charges and surcharges payable to the Sub-Contractor under the Sub-Contract and charges and surcharges payable under the Contract by the Customer.

6. Your goods are deemed to be carried when such goods are loaded onto our vehicles and despatched from the place of loading. We reserve complete freedom to determine the matter, means, route and/or procedure to be adopted for the Services.

7. We will be deemed to have delivered the goods in accordance with these Conditions if they are delivered at the delivery address notified to us by you in writing or any other place instructed by you (**Delivery Address**). Labour to load or unload the vehicle will be the responsibility of, and at the expense of, you or your consignee.

8. If the Delivery Address is unattended or you fail to take delivery of the goods, we may deposit the goods at your address, store the goods or return the goods to our premises (in each case, at your expense), and our action will constitute delivery.

9. You are responsible for all charges we incur in relation to the supply of the Services, and we may increase our charges where we are required to pay on account of any duties, customs, freight, warehousing, taxes (including any goods and services tax or similar value added tax), fines, penalties, port storage and transport charges, insurance costs, importation costs, costs payable to our employees, sub-contractors, officers and agents resulting from any change in law, regulation, statute or proclamation, and all other costs, expenses, Losses (as defined below) and minimum statutory obligations increased, levied or required by any government or authority.

10. Any list of charges or indications as to the amount you will be charged that we give you in respect of the supply of the Services are estimates only and we will determine the charge to you prior to the performance of the Services. If we incur costs as a result of our attempt to redeliver the goods, any delay in the loading or unloading of the goods (other than delays arising solely from our default), or incur any other amounts relating to the goods or Services (including any charge passed on to us by a sub-contractor), quotations and charges will be subject to revision accordingly with or without notice. Any prospective change to our charges, will where possible be telegraphed in advance to you, by a notation on your invoice. Further details of those charges, will be made available to you in the manner described on that invoice.

11. Unless already included in the charge of any Services, we may increase our charges where our cost of providing the Services increases due to increases in the cost of labour, materials and other delivery costs and overheads such as road toll charges, mobile phone charges or administrative costs, or we agree to provide Services at our special rates in respect of potentially explosive, hazardous, poisonous, inflammable, corrosive or otherwise dangerous goods (**Dangerous Goods**) you disclosed and which require special treatment or conditions of carriage and/or storage.

12. A fuel surcharge is applicable to all invoices.

13. We reserve the right to require you to pay all or part of the charge for the Services upon placing an order.

14. Unless otherwise agreed in writing, we will invoice you the charge for the Services and you must pay us within 7 days of the date of the invoice.

15. If you fail to make any payment when due (**Default**), then, without prejudice to any other rights we may have all payments to us which are not yet due shall immediately become due and payable and you shall be liable to us for any costs or damage which we incur as a result of your Default, including legal and other costs associated with recovering any moneys you owe us. Interest will accrue on the overdue amount at a rate of 2% of the overdue balance or $10 (whichever is greater) per invoice period. Interest will continue to be added each invoice period until the overdue debt has been paid in full.

16. The Contractor is at liberty to use the payments made by the Customer (in satisfaction of the charges described in the invoice/statement) as it sees fit and in its absolute discretion; and the Customer acknowledges that the description of the charges or surcharges appearing on the invoice/statement does not require the Contractor to use the payment made for any particular purpose nor constitute a representation that it will do so.

17. We have a general lien on goods deposited with us for storage and/or carriage to secure all amounts due to us on any account whether for the Services or any other of our services. If you are in Default, we may without further notice detain, open any package and sell any of the goods to apply the proceeds to discharge the lien.

18. You must make full written disclosure to us of any Dangerous Goods before the Services are supplied and must ensure that the goods are fully compliant with all applicable laws. You agree that any expenses incurred by us in complying with the provisions of any such law or with any order or requirement of any government or authority in relation to such law shall be at your cost. If Dangerous Goods are not fully disclosed by you and are discovered during carriage or storage, we may (at our discretion) remove, sell, destroy or otherwise dispose of the goods and we will not be responsible or accountable for their value.

19. The use of your own terms and conditions does not derogate from these Conditions. To the extent of any inconsistency between any of your terms and conditions and these Conditions, these Conditions shall prevail.

20. We exclude any applicable terms, conditions and warranties implied into contracts at law to the extent permissible (and where we are only permitted at law to limit such implied terms, conditions and warranties (**Non-Excludable Condition**), we limit our liability for a breach of such terms, conditions and warranties to resupplying the Services or paying the cost thereof). Subject to the foregoing, we are not liable for any losses, liabilities, claims, demands, costs, damages and expenses (including consequential loss) (**Loss**):

(a) suffered or incurred or which may arise directly or indirectly in respect of the Services supplied by us;

(b) attributable to misdelivery, delay in delivery, non-delivery, deterioration, concealed damage, contamination or evaporation of goods in our care, custody or control;

(c) suffered by any person arising out of or in relation to the carriage and/or storage of any Dangerous Goods; and

(d) from or attributable to any statement, representation or information given by us or on our behalf about the matter, means, route, timing and/or procedure to be adopted in respect of the Services,

however caused, including as a result of any negligence, breach of contract or statutory duty or wilful misconduct or default by us.

21. You indemnify us and keep us indemnified against all Losses we incur arising out of or in relation to the following:

(a) the Services we supply;

(b) the carriage and/or storage of any Dangerous Goods (including, without limitation, any monetary penalties with respect to Dangerous Goods);

(c) any claims made by a sub-contractor or a third party concerning the provision of the Services, including: (i) any liability concerning the making of any statement, forecast, information or advice in relation to your liability to pay any amounts owing to any government authority; (ii) any liability in respect of the loss, misdelivery, deterioration, non-delivery, contamination, evaporation or damage to the goods however caused; (iii) any failure to follow instructions given to the sub-contractor by you or on your behalf whether or not wilful; or (iv) any Loss arising from or in any way connected with marks, numbers, brands, contents, quality or description of any goods; and

(d) any lost or damaged pallets on which the goods are delivered, carried or stored.

22. You warrant that:

(a) you are the owner or the owner's authorised agent of any goods or property subject to the Services and you accept these Conditions for all persons on whose behalf you are acting;

(b) you will maintain at your own cost such insurance policies to ensure full cover for any damage to or loss of all of your goods carried and/or stored by us;

(c) you have complied with all laws relating to the goods (including laws with respect to the transportation, storage, condition and packaging of Dangerous Goods);

(d) your acquisition of the Services is for business purposes only and the contract in respect of the Services is not a "consumer contract" within the meaning of Competition and Consumer Act 2010 (Cth).

23. You must not hire, or solicit, interfere with or endeavour to entice away, any of our drivers until 6 months after the termination of their engagement with us. If you breach this clause, $10,000 represents fair and reasonable compensation to us for our loss and damage sustained as a result of the breach.

24. These Conditions are governed by the laws in force in the State or Territory where the goods are accepted for carriage and the parties agree to submit to the jurisdiction of the courts of that State or Territory.