

1. DEFINITIONS

Abandoned Goods means Vehicles which have not been accepted for delivery and remain in Our possession for 28 days after the date of arrival at the delivery destination.

ACL means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Chain of Responsibility Laws means the National Heavy Vehicle Law and regulations or any laws of Australia that relate to road transport, including but not limited to a law or regulation relating to transport of Dangerous Goods, fatigue management, speeding, speed limiting, maintenance, load restraint, mass or dimension.

Charges means Our quoted Charges for the Services calculated under Our rates schedule provided to you from time to time, or other agreed rates, taxes, duties and government charges levied on the Services and any other amounts under clauses 4.2 (Abandonment of Dangerous Goods), 6 (What We can do), 7.5 (Charges), 8 (GST) and 7.6 (Fuel levy).

Dangerous Goods means any articles or substances which are, or may become a risk to health, safety, property or the environment as defined in the Australian Dangerous Goods Code current as at the date of the Services (but not substances located in the fuel tank of a Vehicle for example, petrol, diesel and LP gas).

Force Majeure Event means circumstances outside Our reasonable control causing delays or inability, wholly or in part, to perform any obligations under the Services Agreement; including without limitation fire, storm (including hail), flood, earthquake, wildlife impact, explosion, accident, road or rail closures, road works, breakdown of equipment or infrastructure, rail derailment, wharf delays, war, terrorism, sabotage, government restrictions as a result of a pandemic, epidemic, quarantine restriction, labour dispute or shortage, act or omission of any third party, person or public authority.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth.

Hidden defect means a defect or fault in a Vehicle that is not visible at the time of inspection when issuing Our Vehicle Condition Report, and which is the cause of, or contributes to any damage, deterioration or wastage to a Vehicle.

Modifications has the meaning given in clause 7.5(e)(i).

Order means an order for Services in respect of one or more Vehicles.

Service Period means the agreed operations and Services to be performed by Us.

Services means the Vehicle transport Services performed by Us in accordance with the Services Agreement.

Services Agreement means these Services Conditions and any additional agreement (inclusive of any booking confirmation, pricing schedule or schedule of particulars) between Us and You in relation to the provision of the Services.

Services Conditions means these terms and conditions.

Start Date means the earlier of the date of execution of the Services Agreement by You or the placement by You of any Order for Services.

Term means the period starting on the Start Date and continuing until terminated by either party in accordance with clause 12 (Termination).



Service Conditions: Transport of Vehicles

“Us”, “We”, “Our” means Hazell Bros Group Pty Ltd (ABN 27 088 345 804) and its related bodies corporate (as defined in the *Corporations Act 2001* Cth).

Valid Invoice means a tax invoice that complies with clause 7.3 (Valid Invoice).

Vehicle(s) means the car(s), motorcycle(s), trailer(s), machinery, equipment or item(s) picked up or accepted from You or on Your behalf.

Vehicle Condition Report has the meaning set out in clause 3.4 (Vehicle Condition Report).

“You”, “Your” means the legal entity (or their nominated representative or authorised agent) contracting with Us on the terms of the Service Agreement.

2. SERVICES

2.1 Term

The Services Agreement starts on the Start Date and continues for the Term.

2.2 Order

- (a) You may order Services from Us at any time during the Term by placing an Order with Us over the phone or in writing.
- (b) By completing an Order, you agree to purchase the Services set out in the Order, subject to these Service Conditions.
- (c) An Order is only effective when agreed to by Us.
- (d) Nothing in the Services Agreement obligates Us to provide the Services ordered by You unless and until We agree to the Order.
- (e) Upon the Order becoming effective:
 - (i) We must perform the Services; and
 - (ii) You must purchase the Services,as set out in the relevant Order and otherwise in accordance with the Services Agreement.

2.3 Services

We will provide the Services to You:

- (a) with due care, skill and to a standard expected of a professional person both competent and experience in providing services similar to the Services; and
- (b) in accordance with all applicable laws.

2.4 Access to premises

You will grant Us such access to Your premises or such parts of Your premises as is necessary for the Us to perform the Services.

3. WHAT YOU NEED TO KNOW ABOUT US AND OUR SERVICES

3.1 Relationship

You acknowledge and agree that Our contractual relationship is with You, and the obligations We owe under the Services Agreement are owed to You and not any to third parties, including but not

limited to any customers who may purchase the Vehicles from You, even where the Vehicles transported under the Services Agreement are delivered to such customers.

3.2 Reliance

We rely on the details and information supplied by You and We do not admit the accuracy or completeness of those details or information and will not be liable if the Vehicle is not correctly described.

3.3 Acknowledgment

You acknowledge and agree that Our employees, agents and subcontractors can rely on the provisions of the Services Agreement (including any exclusions or limitations of liability We have) to the same extent as Us and We hold such benefit on trust for Our employees, agents and subcontractors.

3.4 Vehicle Condition Report

When We collect or accept the Vehicle from You, We will examine the Vehicle and may take photographs to prepare a vehicle condition report (**Vehicle Condition Report**).

3.5 Acceptance of Vehicle Condition Report

You acknowledge the condition of the Vehicle by undertaking a joint survey with our representative/driver at point of uplift/drop off and/or delivery/collection noting any damage on the Vehicle Condition Report and accept the Vehicle Condition Report by:

- (a) signing the Vehicle Condition Report; or
- (b) if You do not sign the Vehicle Condition Report, unless you specifically notify Us of an error in the Vehicle Condition Report at the time of undertaking the joint survey, then it is deemed accurate in all material respects.

4. DANGEROUS GOODS

4.1 Dangerous Goods

You must not tender for Services of, and You warrant that the Vehicle does not contain any Dangerous Goods.

4.2 Abandonment of Dangerous Goods

If You leave any Dangerous Goods in the Vehicle We may, at Your expense, dispose Of or destroy them as We see fit in Our absolute discretion or take such other action as We consider necessary to mitigate any risk that may be caused by the Dangerous Goods.

5. YOUR OBLIGATIONS

5.1 Warranties

You warrant that:

- (a) You are either the owner or the authorised agent of the owner of, any Vehicles in respect of which you submit Orders to Us, and have authority to enter into the Services Agreement;
- (b) You have fully and accurately described the Vehicle (and its value where required) including appropriate handling instructions;

- (c) all information You have provided to Us is accurate and true and You will provide Us with any further information We reasonably require for the purpose of providing the Services to You;
- (d) any accessories (other than permanently factory fitted accessories), including but not limited to aerials, personal items and effects, have been removed from the Vehicle. You agree that such accessories are at Your risk at all times and We exclude all liability for any loss or damage caused to them;
- (e) the Vehicle:
 - (i) can be safely handled and transported;
 - (ii) can be moved under its own power;
 - (iii) has working brakes, windows are intact and there are no loose panels, and;
 - (iv) has a minimum ground clearance of 15 centimetres (unless otherwise agreed in writing)
- (f) You will comply with all applicable Chain of Responsibility Laws; and
- (g) You will comply with any directions, procedures or policies advised or notified by Us or Our associates to You or Your associates with respect to packing, loading or unloading of the Vehicle or entry into, use of or egress from a site.

5.2 Indemnity

To the maximum extent permitted by law and except to the extent caused or contributed to by Our negligent act or omission, You are liable for and indemnify Us and hold Us, Our officers, agents, employees and subcontractors harmless from and against all claims (including any legal costs on a full indemnity basis) resulting directly or indirectly from:

- (a) a breach by You or Your associates of any term of the Services Agreement; of
- (b) damage to any real and personal property and any injury to or death of any person, caused by a negligent act or omission of You or Your associates arising out of or in connection with the Services Agreement;

Including any damages for indirect delay, loss of profit or business opportunity, relating to any amount payable under the Services Agreement or arising out of or in any way connected with any actual or alleged breach of any promise, obligation or warranty under the Services Agreement or any breach of law.

6. WHAT WE CAN DO

6.1 Withdraw Services

We may at Your risk and expense refuse to provide some or all of the Services or provide them in a manner other than that previously agreed if We are required to do so by law or consider it necessary in the interest of safety. If this is the case, We will promptly notify You and We will specify a reasonable period of time by which the Vehicle must be collected by You.

6.2 Storage Charge

If You fail to collect the Vehicle from Us within 2 days of the agreed collection date or within 2 days after We notify You the Vehicle is available for collection, whichever is the later, We are entitled to charge for the storage of the Vehicle and We may remove the Vehicle to a storage facility, return

the Vehicle to You or Your associate or treat the Vehicle as Abandoned Goods at Your risk and expense.

6.3 Set-off

We may set-off or deduct from any payment due to You, any Charges You owe Us.

6.4 Delivery

We can:

- (a) deliver the Vehicle at the delivery address supplied by You or Your agent and We will be taken to have delivered the Vehicle if at the delivery address We obtain an acknowledgement of delivery or delivery occurs under clause 6.4(c);
- (b) deviate from any usual route or mode of transport to provide the Services;
- (c) subcontract the Services; and
- (d) if the delivery address is unattended during normal business hours, or if the delivery address is a private address, during the prearranged delivery period, We can, at Your expense, return the Vehicle to Our nearest depot which will constitute delivery.

7. PAYMENT

7.1 Payment obligation

Provided that the We comply with Our obligations under the Agreement, You will pay the Us the Charges in accordance with this clause 7.

7.2 Payment Claim

We will provide You with a Valid Invoice for the Services within 10 business days of completion of the Services.

7.3 Valid Invoice

An invoice delivered under clause 7.2 (Payment Claim) must:

- (a) be a valid tax invoice for the purposes of the GST Act;
- (b) contain a description of the Services provided during the relevant payment period; and
- (c) outline the basis for calculation of the amount set out in the invoice based on the Charges.

7.4 Confidential nature of Charges

The Charges are confidential and You agree not to disclose them to any third party.

7.5 Charges

You must pay:

- (a) any cleaning charge or cost, if cleaning of the vehicle is required by a quarantine authority;
- (b) Our cost if We are unable to pick up a vehicle during normal business hours or, for a private address pick up, during the pre-arranged pick up period;
- (c) Our cost of returning the Vehicle to the nearest depot;
- (d) interest at the rate under the *Taxation Administration Act 1997* (Tas) if any Charges are not paid on the due date; and

- (e) any additional Charges incurred:
 - (i) due to undeclared modifications that have been made to the Vehicle (including but not limited to the fitting of bull bars, roof racks, or special fittings whether or not included on the Vehicle at the time of purchase by You) (**Modifications**);
 - (ii) because the Vehicle is an oversized Vehicle; or
 - (iii) because the Vehicle has not been accurately described at the time of placing the Order.

7.6 Fuel levy

Unless otherwise expressly stated, all prices are exclusive of a fuel levy. If a fuel levy is applicable and payable under the Services Agreement, You, must pay the relevant fuel levy amount applied to the charge.

7.7 Payment

You will pay the amount claimed by Us in Our tax invoice within 30 days of the date that we issue the Valid Invoice, unless otherwise agreed between the parties.

8. GST

8.1 Definitions

Expressions defined in the GST Act have the same meaning when used in this clause 8.

8.2 GST exclusive

Unless otherwise stated in this agreement, all amounts payable by one party to another party are exclusive of GST.

8.3 GST payment

If GST is imposed or payable on any supply made by a party under this agreement, the recipient of the supply must pay to the supplier the additional amount for GST at the same time and in the same manner as the consideration for the supply.

8.4 Tax invoice

A party's right to payment under clause 8.3 (GST payment) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

9. LIMITATIONS AND EXCLUSIONS ON OUR LIABILITY TO YOU

9.1 Limitations to Liability

Subject to this clause 9, Vehicles are at Your risk at all times and We exclude all liability for any loss or damage arising from the performance or non-performance of the services other than any physical loss or damage to the Vehicle caused by Our negligent act or omission in which case Our liability will be limited to (at Our election):

- (a) in the case of goods, the repair of the goods or the payment of the cost of having the goods repaired; or
- (b) in the case of services, the payment of the cost of having the services supplied again or the provision of the services again.

9.2 Independent loss adjuster

Before We assume or accept any liability under clause 9.1 (Limitations to Liability), We may appoint an independent loss adjuster to determine the quantum of any loss or liability and You agree to accept any such determination or finding.

9.3 Choice of payment

If clause 9.1(a) applies and the market value or purchase price of the Vehicle is less than the cost of having the Vehicle repaired (as determined by an independent loss adjuster appointed by Us), We may elect to pay either the market value or the purchase price of the Vehicle, (whichever is the lesser amount minus any salvage applicable) in full satisfaction of Our liability under clause 9.1.

9.4 No liability

We have no liability for:

- (a) loss or damage that occurs or can be referred to a period outside the Service Period;
- (b) damage to the Vehicle unless the damage is noted and signed for on the delivery receipt copy of the Vehicle Condition Report and such damage was not identified on the collection copy of the Vehicle Condition Report;
- (c) minor damage or markings which are not visible from one metre;
- (d) inherent vice, wear and tear, mechanical or electrical damage, loss or damage to personal property or effects from or within the Vehicle, damage due to movement of objects within the Vehicle, damage or loss to any non-standard motor vehicle accessory which is not permanently affixed to the Vehicle, insect/bug marks, pre-existing damage, bird/animal droppings, rail dust, stone chip(s), Hidden Defect, environmental damage, industrial fallout, rust spots, airborne objects, hail damage, damage to or loss to any Modifications that have not been correctly installed, sabotage or vandalism;
- (e) loss or damage arising from a breach by You of the Chain of Responsibility Laws;
- (f) any indirect special or consequential loss or damage including the request or requirement for a hire vehicle, loss of profits, business or anticipated savings or other economic loss, even if We know they are possible or otherwise foreseeable: or
- (g) loss or damage arising from or connected to a Force Majeure Event.

9.5 Entitlement to compensation

Your right to compensation for any claim for loss or damage will be extinguished and We shall be discharged of all liability unless:

- (a) notice of any claim is received by Us in writing within 14 days after the date specified in clause 9.6, or within a reasonable time after that date if You prove that it was impossible to so notify; and
- (b) suit is brought in the proper forum and written notice thereof received by Us within 9 months after the date specified in clause 9.6.

9.6 Applicable dates

For the purposes of clause 9.5, the applicable dates are:

- (a) In the case of loss or damage, the date of delivery of the Vehicle(s);

- (b) In the case of delay or non-delivery, the date that the Vehicle(s) should have been delivered; and
- (c) In any other case, the event giving rise to the claim.

9.7 Warranty

- (a) To the maximum extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from the Services Agreement.
- (b) If the performance of the Services under the Services Agreement is a supply of goods or services to a consumer as defined in the ACL, nothing contained in these Services Conditions excludes, restricts or modifies any condition, warranty, right or remedy which is conferred upon You pursuant to the ACL, provided that, to the extent the ACL permits Us to limit Our liability for a breach of a condition or warranty implied by the ACL then Our liability for such breach will be limited to:
 - (i) in the case of goods, the repair of the goods or the payment of the cost of having the goods repaired; or
 - (ii) in the case of services, the payment of the cost of having the services supplied again or at Our election, the provision of the services again.

10. INSURANCE

10.1 Your responsibility

You acknowledge that We do not provide insurance in respect of the Vehicle and that You are responsible for obtaining any insurance You require relating to the Vehicle.

10.2 Third-party Insurance

If You are not an individual seeking Our Services wholly or predominantly for personal, domestic or household use. You must at all times during the Service Period have in place third party property insurance and public risk liability insurance to a minimum value of \$20,000,000 and such other insurances as are required by law.

11. FORCE MAJEURE

If We cannot carry out an obligation under the Services Agreement in whole or in part because of a Force Majeure Event, the requirement on Us to carry out that obligation under the Services Agreement will be suspended for the duration of the Force Majeure Event or waived to the extent applicable.

12. TERMINATION

12.1 Default

Either party (**Non-Defaulting Party**) may terminate the Services Agreement by giving the other party (**Defaulting Party**) notice if:

- (a) the Defaulting Party does not comply with an obligation under the Services Agreement and, in the Non-Defaulting Party's reasonable opinion:

- (i) the non-compliance can be remedied, but the Defaulting Party does not remedy it within 7 days after the Non-Defaulting Party gives the Defaulting Party notice to remedy it; or
- (ii) the non-compliance cannot be remedied; or
- (b) subject to Chapter 5 of the Corporations Act, an Insolvency Event occurs in respect of the Defaulting Party.

12.2 Termination for convenience

The Services Agreement may be terminated at any time upon the giving of not less than 14 days' notice for the convenience either party, in which case:

- (a) We must stop all activities being undertaken under the Services Agreement in accordance with the notice and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected subcontracts;
- (b) You must pay us:
 - (i) for any Services provided by us in accordance with the Services Agreement up to the date of termination; and
 - (ii) any direct costs actually and reasonably incurred by Us (as reasonably substantiated by the Counterparty) to the date of termination provided that we have taken all steps reasonably possible to mitigate those costs as a consequence of the termination, but excluding any amount for lost profit.

13. GENERAL

13.1 Jurisdiction

The laws of Tasmania apply to the Services Agreement and You must submit to the exclusive jurisdiction of the courts of Tasmania.

13.2 Entire Agreement

The provisions of the Services Agreement prevail over any other agreement, arrangement or understanding applicable to the Services.

13.3 Amendments

The Services Agreement can only be, amended, supplemented, replaced by another document signed by both parties.

13.4 Relationships

Nothing in the Services Agreement creates a relationship of employer and employee, principal and agent or partnership between the parties.

13.5 Counterparts

The Services Agreement may be executed in any number of counterparts.



Service Conditions: Transport of Vehicles

13.6 Severance

If a provision of the Services Agreement or part of such a provision is unenforceable, it must be severed from the Services Agreement, and does not make the rest of the Services Agreement unenforceable.

13.7 Consents

We are not bound by any waiver, discharge or release of a provision of the Services Agreement unless it is in writing and signed by or for Us.

13.8 Consent by You

You consent to Us effecting a registration on the Personal Property Securities Register (as defined in the Personal Property Securities Act 2009 (Cth)) (in any manner We determine) of any security interest arising under, or in connection with the Services Agreement and You agree to provide all assistance reasonably required by Us and to sign all documents necessary to facilitate this.