

PRICE AND SPEED CONTAINERS PTY LTD STANDARD TERMS AND CONDITIONS OF CONTRACT (BOND AND/OR TRANSPORT)

1. DEFINITIONS

1.1 In these Terms:

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Claim means any action, claim, suit, allegation, demand, loss, liability, damage or cost of whatsoever nature;

Consequential Loss means loss or damage, whether direct or indirect, in the nature of loss of profits, loss of revenue, loss of production, liabilities in respect of third parties (whether contractual or not), loss of anticipated savings or business, pure economic loss, loss of opportunity and any form of consequential, special, indirect, punitive or exemplary loss or damages, whether or not a party was advised of the possibility of such loss or damage;

Customer means the person named in any Order form or similar document or who requests provision of the Services, any person acting on behalf of, and with the authority (express or implied) of the Customer engaging the Services or any person who delivers Goods to PRICE AND SPEED for Services to be carried out;

Dangerous Goods means Goods classified as such by either the IATA Dangerous Goods Regulations or the Australian Dangerous Goods Code or Goods that otherwise might injure or damage people, property or the environment. They include Goods that are or may become poisonous, corrosive, volatile, explosive, flammable or radioactive.

Externally-Administered Body Corporate has the meaning given to that term in the Corporations Act 2001;

Goods means the cargo accepted from, on behalf of, under authority or at the direction of, the Customer together with containers, packages, pallets, crates, cases and equipment for use in connection with the storage, handling and carriage of that cargo;

Loss means, in relation to any person, any damage, loss, cost, expense or liability incurred by the person or arising from any claim, action, proceeding or demand made against the person, however arising and whether present or future, fixed or unascertained, actual or contingent and includes Consequential Loss;

Order means an order, or standing appointment or engagement, for the supply of Services;

Owner means the owner of the Goods or any person holding a better proprietary interest in the Goods than the Customer;

PRICE AND SPEED means Price and Speed Containers Pty Ltd (ABN 46 050 048 667) and any of its Related Bodies Corporate involved in the provision of the Services;

PRICE AND SPEED Personnel means any officers, employees, agents or subcontractors of PRICE AND SPEED;

PPSA means the *Personal Property Securities Act 2009* (Cth) and any terms used in these Terms that have a defined meaning under the PPSA bear the same meaning in that clause;

Related Body Corporate has the meaning given to that term in the Corporations Act 2001;

Rented Pallets means pallets owned by independent companies that rent pallets, including without limitation CHEP and Loscam;

Services means all of the services and operations (including cartage, transport and storage) undertaken in respect of the Goods by PRICE AND SPEED in any capacity (including as forwarding agent, shipping agent, forwarder, carrier or bailee) for the Customer; and

Terms means the terms and conditions set out herein.

2. THE CONTRACT

2.1 Subject to clause 2.5, these Terms and any PRICE AND SPEED-generated Order form govern the contract or engagement entered into between PRICE AND SPEED and the Customer (**Contract**) and the Services supplied. These Terms are subject only to any services level agreement or rates agreement entered into by PRICE AND SPEED and the Customer. Unless otherwise specifically agreed in writing by the parties, these Terms will prevail over existing or subsequent terms and conditions set out in any document (including any order form of the Customer), which the Customer directly or indirectly provides to PRICE AND SPEED and such other terms and conditions are rejected by PRICE AND SPEED.

2.2 These Terms constitute the entire agreement of the parties about its subject matter.

2.3 PRICE AND SPEED is not a common carrier, accepts no liability as such and Services are subject to these Terms. PRICE AND SPEED may refuse to handle, transport or store Goods for the Customer for any reason whatsoever and without PRICE AND SPEED having any liability to the Customer by reason of that refusal.

2.4 Subject to clause 2.6, these Terms may be altered or amended at any time by publication on PRICE AND SPEED's website (with hard copies available on request). It is the Customer's responsibility to review the Terms prior to placing an Order.

2.5 The Terms applying to your Order are those in force at the time you placed the Order and any change will apply only in respect of Orders placed after the date of the change.

2.6 The Customer will be deemed to have accepted these Terms (as amended) by placing an Order with PRICE AND SPEED for the Services or providing Goods to PRICE AND SPEED.

3. PRICE AND SPEED Personnel

3.1 PRICE AND SPEED (and any subcontractor of PRICE AND SPEED) may subcontract all or part of the Services to any person. The Customer must not assign or subcontract its rights under the Contract without PRICE AND SPEED's prior written consent.

3.2 The Customer agrees that PRICE AND SPEED Personnel have the benefit of these Terms which PRICE AND SPEED holds on trust for them and can, if requested, enforce it on their behalf.

4. ORDERS

4.1 Any quotation by PRICE AND SPEED may be withdrawn by PRICE AND SPEED at any time and is not to be construed as an offer by, or an obligation on, PRICE AND SPEED to supply Services.

4.2 Services are supplied at the rates notified by PRICE AND SPEED at the time of its acceptance of the relevant Order.

4.3 PRICE AND SPEED may accept or refuse any Order, or on the provision of 7 days' notice (provided the time for performance of the Services does not fall within this period) cancel any previously accepted Order in its absolute discretion and may make its acceptance of an Order conditional (e.g. upon a satisfactory credit assessment of the Customer).

4.4 Once placed, an Order cannot be cancelled or deferred by the Customer without PRICE AND SPEED's prior written agreement and then only on terms that the Customer will fully indemnify PRICE AND SPEED against any Loss suffered by it as a result of that cancellation or deferral. The indemnity in this clause 4.4 does not apply in cases where the cancellation or deferral is reasonably attributable to an act or omission of PRICE AND SPEED or PRICE AND SPEED Personnel.

4.5 All Orders are deemed placed with the authority of the Customer and in its name and PRICE AND SPEED is under no obligation to enquire as to the authority of the person placing the Order.

4.6 The Customer must provide PRICE AND SPEED with accurate details in each Order. PRICE AND SPEED is under no obligation to enquire as to the accuracy of the details in any Order or whether the Services will be fit for the purpose required by the Customer.

5. GOODS AND SERVICES

5.1 The acceptance of the Goods by PRICE AND SPEED for storage pending shipment shall not bind PRICE AND SPEED to ship the Goods and PRICE AND SPEED may suspend or stop indefinitely supplying the Services at any time on 7 days' notice (provided the time for performance of the Services does not fall within this period), to the extent permitted by law.

5.2 PRICE AND SPEED is not liable for any delay in delivery out of the Goods or in the delayed supply of Services and, on notification to the Customer, PRICE AND SPEED reserves the right to extend the date for delivery out of the Goods and the supply of Services.

5.3 PRICE AND SPEED may at any time require the Customer to remove the Goods from their location of storage at the Customer's expense (whether in the case of non-shipment or otherwise) and if the Customer fails to do so within 7 days of such notice, without limiting any other right of PRICE AND SPEED, the Customer shall be liable to pay PRICE AND SPEED's reasonable costs of storage from the date of such notice until the date of their removal.

5.4 The Customer must provide prior written notice and instructions regarding:

- (a) any special handling requirements (including as temperature) for the storage and transport of Goods; and
- (b) Dangerous Goods including a full and accurate written description of them.

5.5 If, in the opinion of PRICE AND SPEED, the Goods are Dangerous Goods or do not meet legal requirements or recommendations of relevant government agencies relating to the Goods or Services, or are unsuitable to be handled by PRICE AND SPEED using the equipment and operating procedures normally employed by PRICE AND SPEED in providing the Services, PRICE AND SPEED in its absolute discretion may, without notice or recourse to the Customer:

- (a) refuse to provide the Services in respect of the Goods or any part of them; or
- (b) take whatever measures (including testing or analysis of the Goods) it deems necessary at the risk and expense of the Customer to cause the Goods to comply with the requirements of all such laws or to make the Goods suitable to be handled by PRICE AND SPEED; and/or
- (c) at the cost of the Customer, destroy, dispose of or render harmless the Goods without prejudice to any of PRICE AND SPEED's rights

under these Terms, and the Customer will bear all risk of Loss arising in connection with such Goods.

5.6 If the Customer instructs PRICE AND SPEED to use a particular method of handling, storage or transportation of the Goods, PRICE AND SPEED will give consideration to that method, but the Customer gives PRICE AND SPEED authority to:

- (a) use any method for handling, transporting or storing the Goods as PRICE AND SPEED sees fit; and
- 5.7 deviate from the usual route or method of transport of the Goods which may in the absolute discretion of PRICE AND SPEED be necessary or desirable in the performance of the Services. PRICE AND SPEED is authorised to deliver the Goods to the address given to PRICE AND SPEED by the Customer for delivery and PRICE AND SPEED shall be deemed to have delivered the Goods in accordance with these Terms if at that address, PRICE AND SPEED obtains from any person a receipt or signed delivery docket for the Goods.
- 5.8 If the address given to PRICE AND SPEED for delivery is unattended or if delivery cannot otherwise be affected by PRICE AND SPEED at that address, PRICE AND SPEED may at its option:
- (a) deposit the Goods at that address which shall be conclusively deemed to be delivery under these Terms; or
- (b) store the Goods and re-deliver the Goods to the Customer at the Customer's cost.
- 5.9 The Customer must:
- (a) ensure that the Goods are ready for pickup so that PRICE AND SPEED is not delayed in performing the Services.
- (b) arrange at its cost, all necessary labour and facilities to load and unload the Goods. The Customer must ensure loading and unloading of the Goods complies with all relevant laws, PRICE AND SPEED's workplace safety standards and PRICE AND SPEED's directions.
- 6. CHARGES**
- 6.1 The charges do not include any applicable taxes (including but not limited to GST, import duties and export duties). The Customer must pay any taxes payable or in connection with the provision of the Services.
- 6.2 It is the Customer's responsibility to understand the applicable rates and charges prior to placing an Order as they may change at any time.
- 6.3 The rates and charges applying to an Order are those in force at the time the Services or Goods are quoted (or ordered if a specific quote is not sought) and will be current for the period set out in a written quote. If no period is specified in writing because, for example, a quote may have been given over the telephone or by email, the period is deemed to be 7 days. If the Customer places an Order outside this currency period, then the rates and charges will be those applying at the time the Order is placed.
- 6.4 Rates are stated, and payment must be made, in Australian dollars (unless otherwise agreed).
- 6.5 Charges shall be deemed to be earned when the Goods are loaded for carriage or transport, whether or not the Goods are delivered, damaged or lost.
- 6.6 PRICE AND SPEED reserves the right to impose waiting time charges in respect of loading or unloading delays in excess of 30 minutes. In relation to perishable Goods, the delay period shall commence upon PRICE AND SPEED responding for loading or unloading.
- 6.7 PRICE AND SPEED may, at the Customer's cost, expend any amount it considers necessary or desirable in order to preserve the Goods or to secure the safety, storage, carriage or shipment of the Goods.
- 7. INVOICING AND PAYMENT**
- 7.1 PRICE AND SPEED will issue to the Customer a tax invoice for the Services and any goods supplied in accordance with the requirements of the law relating to GST and the Customer must pay the Charges as indicated on PRICE AND SPEED's invoice or other similar document.
- 7.2 PRICE AND SPEED's charges are exclusive of GST. The Customer must pay GST on the charges at the same time as payment is made under clause 7.3.
- 7.3 Unless otherwise specified by PRICE AND SPEED in writing, the due date for payment is 7 days from the date the invoice is issued by PRICE AND SPEED.
- 7.4 The Customer must pay the invoice in full without any deduction, set-off or counter-claim.
- 7.5 If payment remains unpaid 7 days after date of the invoice, PRICE AND SPEED may, in addition to its other rights and remedies under these Terms and at law:
- (a) Suspend performance of its obligations under the Contract until the full amount outstanding is paid in full;
- (b) exercise a general lien over, and power of sale of, the Goods under clause 8. The Customer is still liable to pay any amount still owing to PRICE AND SPEED after such sale; and
- (c) immediately commence legal proceedings to recover the amount owed.
- 7.6 If PRICE AND SPEED makes credit available to the Customer (beyond the payment terms referred to in clause 7.3), PRICE AND SPEED may cease to supply the Services to the Customer on credit on 7 days' notice and may but is not obliged to provide reasons. If PRICE AND SPEED ceases to supply the Services to the Customer on credit, then all fees and charges will become payable after the expiry of this notice period.
- 7.7 PRICE AND SPEED may charge the Customer interest on any overdue amount calculated daily at 4% above the base commercial overdraft rate of the National Australia Bank applicable during the period that the amount is overdue.
- 8. LIEN**
- 8.1 The Goods are accepted subject to a general and particular lien for all charges due, or which may become due, to PRICE AND SPEED by the Customer in respect of the Services. If PRICE AND SPEED intends on exercising its lien over, and power of sale of, the Goods, PRICE AND SPEED must first notify the Customer of that intention, identify the matters to which the Customer must attend in order to avoid that outcome, and allow the Customer 7 days in which to attend to those matters. If at the conclusion of that period, the lien has not been satisfied and/or the Goods are not collected, then subject to law, PRICE AND SPEED may at its option - in the case of perishable Goods immediately and in any other case upon the expiration of a further 7 days' notice - either:
- (a) remove such Goods or part thereof and store them in such place and manner as PRICE AND SPEED shall think proper at the risk and cost of the Customer;
- (b) sell by public auction or private sale such Goods or part thereof upon such terms as it thinks fit and apply the proceeds in or towards discharge of the lien without being liable to any person for any Loss thereby caused; or
- (c) dispose of abandoned Goods at the expense of the Customer in any way PRICE AND SPEED deems fit and without compensation being payable to the Customer, and the Customer must indemnify PRICE AND SPEED for all costs incurred by PRICE AND SPEED in the exercise of these rights.
- 9. FORCE MAJEURE**
- 9.1 If PRICE AND SPEED is wholly or partially precluded from performing the Services or otherwise complying with its obligations under these Terms by anything outside PRICE AND SPEED's reasonable control (the "**Force Majeure Event**"), then PRICE AND SPEED's obligation to perform all of its obligations under these Terms will be suspended for the duration of the delay arising out of the Force Majeure Event.
- 9.2 If the Force Majeure Event (and consequential inability to perform the Contract) continues for a period longer than sixty (60) days from its initial occurrence, then either party may terminate this Contract by written notice to the other with no liability to the other as a result.
- 10. LIMITATION OF LIABILITY**
- 10.1 Subject to clauses 10.2 and 10.3:
- (a) all warranties, descriptions, representations, guarantees or conditions, whether express or implied by law, trade, custom or otherwise, and all specific conditions, even though such conditions may be known to PRICE AND SPEED, are to the fullest extent expressly excluded;
- (b) PRICE AND SPEED and PRICE AND SPEED Personnel are not liable for any delay or Loss arising from the supply of or failure to supply Services (including any Loss of, deterioration in, mis-delivery out of, or failure to deliver out, Goods) for any reason whatsoever, including breach of contract (including fundamental breach), negligence, breach of duty as bailee, or the wilful act or default of PRICE AND SPEED or PRICE AND SPEED Personnel.
- 10.2 Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy conferred on the Customer by the Australian Consumer Law (including provisions relating to unfair contract terms) or any other applicable law insofar as they cannot be excluded, restricted or modified by agreement.
- 10.3 If the exclusion of liability in clause 10.1 is reduced, void or not available, PRICE AND SPEED's liability for any Claims arising out of this Contract, including liability for breach of this Contract, in negligence or in tort or for any other common law or statutory action, shall:
- (a) be limited to the extent the Loss the subject of the claim was caused directly by Price and Speed or its Personnel;
- (b) in all events, exclude Loss relating to any delay in delivery out of the Goods or in the delayed supply of Services and for any Consequential Loss; and
- (c) in any one case (excluding liability for breach of a non-excludable consumer guarantee) be limited to the re-supply of the Services, or at PRICE AND SPEED's option, payment of the cost of having the Services re-supplied.
- 10.4 To the extent permitted by law, every exemption, exclusion or limitation in these Terms of whatsoever nature applicable to PRICE AND SPEED or to which PRICE AND SPEED is entitled under these Terms shall also be available and shall extend to protect:
- (a) all PRICE AND SPEED Personnel; and
- (b) all persons who are or might be vicariously liable for the acts or omissions of any such person,
- and for the purposes of this clause 10.4, PRICE AND SPEED is or shall be deemed to be acting as an agent on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be deemed to be parties to these Terms.
- 11. NOTIFYING OF CLAIMS**
- 11.1 Subject to any statutory rights and remedies, the Customer's rights and remedies will be subject to the following:
- (a) If the Customer believes PRICE AND SPEED is liable, the Customer must notify PRICE AND SPEED in writing within 48 hours of delivery of the Goods by PRICE AND SPEED to the Customer. If PRICE AND SPEED does not receive a written notice from the Customer within that time, the Goods are deemed to be free from any defect or damage and PRICE AND SPEED will have no liability to the Customer. Notwithstanding the Customer's Claim, the Customer remains liable to pay all of PRICE AND

SPEED's Charges.

- (b) The Customer must afford PRICE AND SPEED an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective or damaged.
 - (c) To the extent permitted by law, PRICE AND SPEED will have no liability to the Customer, even if the Customer gives PRICE AND SPEED a written notice within that time, if the Customer does not commence legal proceedings against PRICE AND SPEED within 6 months of the date of delivery or from the date of the alleged breach of contract, whichever is earlier. Where the Goods have not been delivered, proceedings must be commenced within 12 months of the date the Goods should have been delivered.
- 11.2 If the Customer becomes aware of any Claim made, contemplated or taken against it by any third party in respect of Goods or the Services, the Customer must, within 7 days of becoming aware, notify PRICE AND SPEED of that Claim and give Price and Speed a reasonable opportunity to respond before taking any action in respect of it.
- 11.3 Before settling any third-party Claim in respect of which the Customer seeks or may seek compensation or a contribution from PRICE AND SPEED, the Customer must first notify PRICE AND SPEED of that proposed settlement and reasonably consider feedback from Price and Speed.
- 11.4 The Customer must not make, and must ensure the Owner does not make, any Claim against any PRICE AND SPEED Personnel which attempts to impose upon any of them any liability whatsoever in connection with the Contract or the Services and, if any such Claim should nevertheless be made, to indemnify PRICE AND SPEED and any PRICE AND SPEED Personnel against all consequences thereof.

12. INSURANCE

- 12.1 The Customer must arrange and maintain insurance in relation to the Goods for their full insurable value.
- 12.2 Unless otherwise agreed in writing, the Goods are not insured by PRICE AND SPEED nor will insurance be arranged by PRICE AND SPEED on behalf of the Customer.

13. WARRANTIES AND OBLIGATIONS

- 13.1 The Customer warrants that:
- (a) it has responded to all of PRICE AND SPEED's questions accurately and has accurately and fully described and clearly marked the Goods and has provided all necessary instructions and accurate information regarding handling, care and control of the Goods having regard to the nature and packaging of the Goods;
 - (b) it has complied with the requirements of any applicable laws relating to the nature, condition, packaging, handling, labelling, storage and carriage of the Goods and it shall provide all necessary assistance, information and documentation to enable PRICE AND SPEED to comply with any of its obligations under such laws;
 - (c) it shall not tender any Dangerous Goods or temperature-controlled Goods for the provision of Services by PRICE AND SPEED without complying with the requirements in clause 5.4;
 - (d) the Goods are received in by PRICE AND SPEED within the correct temperature range and are packaged to withstand handling, transport and storage;
 - (e) it alone owns the Goods, or if the Customer is not the Owner, it has the authority of the Owner to agree to these Terms and acts as the Owner's agent who agrees to the handling, transport and storage of the Goods on these Terms;
 - (f) it has authorised any person who delivers any Goods to, or collects any Goods from, PRICE AND SPEED for and on behalf of the Customer to do so;
 - (g) the Goods are free from any encumbrance, charge, lien or any other interest;
 - (h) the Goods are and will remain free of any objectionable matter or odours which may affect other Goods in storage, unless the condition of the Goods has previously been notified in writing to PRICE AND SPEED and PRICE AND SPEED has accepted the Goods in that condition;
 - (i) the Goods are not illegal, sanctioned or contraband and the Customer has not asked PRICE AND SPEED to handle, transport or store the Goods in any way that could be unlawful and that the actual handling, transport or storage of the Goods by PRICE AND SPEED in the usual course will not be unlawful; and
 - (j) all relevant weight data will be supplied to PRICE AND SPEED and the weight data (if any) will include all accompanying packaging (including cartons, pallets and stretch-wrap).

14. INDEMNITY

- 14.1 The Customer agrees:
- (a) to indemnify and keep indemnified PRICE AND SPEED and PRICE AND SPEED Personnel against all Claims and Loss that may be brought against PRICE AND SPEED or PRICE AND SPEED Personnel or which PRICE AND SPEED may pay, sustain or incur as a direct or indirect result of any negligence, Dangerous Goods or mis-described Goods, breach or non-performance of this Contract by the Customer, or non-compliance with any law or regulation. PRICE AND SPEED may enforce this right of indemnity at any time, including before it has incurred the Loss; and
 - (b) that, to the extent permitted by law, the indemnity referred to in clause 14.1(a) will operate irrespective of whether any Loss arises from or is contributed to by negligence, contractual breach, or a wilful, deliberate or unauthorised act or omission by PRICE AND SPEED or by any of its sub-contractors, agents or servants.
- 14.2 To the extent that the indemnity in clause 14.1 is by law void, read down or not available, the indemnity will apply but be reduced to the extent the Loss arises from or is contributed to by negligence, contractual breach, or a wilful, deliberate or unauthorised act or omission by PRICE AND SPEED or by any of its sub-contractors, agents or servants.

15. DEFAULT AND TERMINATION

- 15.1 In the event that:
- (a) any Charges or other amounts payable by the Customer to PRICE AND SPEED are overdue or unpaid, or the Customer fails to meet any other obligation to PRICE AND SPEED or in PRICE AND SPEED's opinion the Customer is likely to be unable to meet its payment or other obligations to PRICE AND SPEED;
 - (b) the Customer becomes an Externally-Administered Body Corporate, bankrupt or insolvent or has a receiver appointed in respect of all or some of its assets, makes or is likely to make an arrangement with its creditors, has a liquidator (provisional or otherwise) appointed or is otherwise placed under statutory or official management;
 - (c) the legal or beneficial ownership (excluding listed companies), or the effective control (where control has the meaning given to that term in section 50AA of the Corporations Act 2001) of the Customer's business, is transferred, or the nature of the Customer's business is materially altered; or
 - (d) any of the Terms are breached by the Customer and the Customer fails to rectify the breach within 10 days of written notice from PRICE AND SPEED, then:
 - (e) PRICE AND SPEED will be entitled to cancel all or any part of an Order which remains unperformed in addition and, without prejudice to its other remedies, terminate the Contract; and
 - (f) all Charges outstanding under any Order and any other amounts owing to PRICE AND SPEED will, whether or not due for payment, immediately become due and payable.

16. PERSONAL PROPERTY SECURITIES REGIME

- 16.1 The Customer must not register a security interest against PRICE AND SPEED without first notifying PRICE AND SPEED in writing.
- 16.2 The parties agree that the subject matter referred to in section 275(1) of the PPSA is confidential and each party must not disclose any such information to a third party.
- 16.3 The Customer acknowledges and agrees that acceptance of these Terms which form part of the Contract constitutes a Security Agreement that covers the Collateral for the purposes of the PPSA, and
- (a) PRICE AND SPEED holds (as Secured Party) a Security Interest over all of the present and after acquired assets of the Customer, any goods supplied by PRICE AND SPEED to the Customer, any Goods into which such Goods are commingled by the Customer, and any Proceeds of the sale of those goods ("Collateral");
 - (b) that any purchase by the Customer on credit terms from PRICE AND SPEED or retention of title supply pursuant to these Terms or any Order will constitute a purchase money security interest as defined under section 14 of the PPSA ("PMSI");
 - (c) the PMSI granted herein will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence;
 - (d) PRICE AND SPEED will continue to hold a Security Interest in the Goods and any present or after acquired assets of the Customer in accordance with and subject to the PPSA, notwithstanding that the Goods may be processed, commingled or become an accession with other goods.
 - (e) any PRICE AND SPEED Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all over registered or unregistered Security Interest;
 - (f) until title in the Goods pass to the Customer, it will keep all goods supplied by PRICE AND SPEED free and ensure all such goods are kept free of any charge, lien or other Security Interest and not otherwise deal with the Goods in a way that will or may prejudice any rights of PRICE AND SPEED under the Contract or the PPSA; and
 - (g) in addition to any rights PRICE AND SPEED may have under these Terms and Chapter 4 of the PPSA, PRICE AND SPEED may, without notice
 - i. register any Security Interest in accordance with the PPSA;
 - ii. enter any premises where it expects the Goods may be located and remove them without committing a trespass, and the Customer authorises PRICE AND SPEED to enter onto the premises where the Goods are kept to take possession of the Goods for that purpose at any time.
 - (h) The Customer indemnifies PRICE AND SPEED from and against all Claims as a result of exercising rights under this clause 16. The Customer undertakes to: sign any further documents and provide such information which PRICE AND SPEED may reasonably require to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register; indemnify and upon demand reimburse PRICE AND SPEED for all expenses incurred in registering a Financing Statement or Financing Change Statement on the PPS Register or releasing any Security Interests; and not register or permit to be registered a Financing Change Statement in the Collateral without the prior written consent of PRICE AND SPEED. PRICE AND SPEED and the Customer agree that sections 96, 125 and 132(3)(d) and 132(4) of the PPSA do not apply to the Security Agreement created under the Contract.
 - (i) The Customer acknowledges and agrees that it waives its rights to receive any notices under the PPSA (including the notice of a verification statement) unless the notice required

by the PPSA cannot be excluded.

- (j) The Customer shall unconditionally ratify any actions taken by PRICE AND SPEED under this clause 16.
- (k) This clause 16 will survive the termination of the Contract to the extent permitted by law.

17. RENTED PALLETS

- 17.1 If the Goods are delivered to or collected by the Customer or its agent, carrier or contractor on Rented Pallets, the Customer agrees to either:
 - (a) at the time of delivery or collection, physically exchange or return the equivalent quantity of Rented Pallets either to PRICE AND SPEED'S carrier or agent delivering the Goods or directly to PRICE AND SPEED with the same type of the Rented Pallets; or
 - (b) accept transfer of the same number and type of the Rented Pallets from PRICE AND SPEED'S account to its account of the relevant Rented Pallet company.
- 17.2 Rented Pallets will be deemed to be in the Customer's possession until exchanged, returned or transferred as envisaged in clause 18.1.
- 17.3 All risks whatsoever and costs associated with the Rented Pallets vest in the Customer. At all times, PRICE AND SPEED retains the right of possession of any Rented Pallets used for delivery of the Goods and the Customer indemnifies PRICE AND SPEED against any Loss in connection thereto, including the full price of any new pallets in respect of any Rented Pallets not exchanged, returned or transferred in good order and condition to PRICE AND SPEED within one (1) month of delivery of the Goods; and ii) if exchanged, returned or transferred after one (1) month of delivery of the Goods, then all rental on those Rented Pallets that may be charged by the Rented Pallet company to PRICE AND SPEED.

18. PRIVACY

- 18.1 The Customer agrees that PRICE AND SPEED may obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by PRICE AND SPEED. The Customer consents to PRICE AND SPEED being given a consumer credit report to collect overdue payment on commercial credit (under section 18K(1)(h) of the *Privacy Act 1988* (Cth)).
- 18.2 The Customer agrees that PRICE AND SPEED may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for any of the following purposes:
 - (a) to assess an application by Customer;
 - (b) to notify other credit providers of a default by the Customer;
 - (c) to exchange information with other credit providers as to the status of the Customer's credit account, where the Customer is in default with other credit providers; or
 - (d) to assess the credit worthiness of Customer and obtain a consumer credit report.

19. MISCELLANEOUS

- 19.1 PRICE AND SPEED may set off any amount owing to it or apply (on the provision of notice to the Customer) all or part of any credit balance towards satisfaction of any amount owing (whether or not due for payment) by the Customer. The Customer may not set off any amount owing by, or apply or assign any credit balance which it may have with, PRICE AND SPEED and agrees not to attempt any such assignment.
- 19.2 If a clause or part of a clause is illegal, unenforceable, void or invalid, that clause or part of it is to be:
 - (a) read down to the minimum extent necessary to achieve its validity or intent, if applicable; or else
 - (b) severed from this Agreement,without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision.
- 19.3 This Contract is governed by the laws of the Commonwealth of Australia and the State or Territory in which the Goods were accepted by PRICE AND SPEED for transport and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in that State or Territory.