

TERMS & CONDITIONS OF CONTRACT Manned Hire and Carriage of Goods

In this contract “Charges” shall mean and include the hourly rate specified herein or if no such rate is specified as set out in Camels Carting Schedules of Rates current at the date of commencement of the service. “Customer” means and includes any person, firm or corporation named herein as customer (it being agreed that this agreement is personal to Customer and non-assignable); where an individual purports to sign on behalf of a corporation as customer, that person shall be jointly and severally liable hereunder with the corporation as if the person so signed was a principal contracting party. “Equipment” means any equipment needed to effect the Service and includes each and every part thereof whether normally detachable or not and any substitute or replacement equipment and will refer to any equipment provided by Camels Carting including that of its sub-contractor for us in performance of the “Service” Camels Carting agrees to perform the Service and Customer agrees to accept same. Subject only to clause 14, Camels Carting shall not be responsible in tort or contract or otherwise for any loss or damage including but not limited to any loss of or damage to or deterioration to or deterioration of goods or property of Customer as a result of the performance or failure to perform or the manner of performance of the Service including but not limited to late performance, failure or misdelivery of goods, breakdown of equipment or delay caused by accident whether arising as a result of Camels Carting negligence or otherwise. If Camels Carting fails to carry out the Service or pay for the Service to be carried out in a proper and workmanlike manner Camels Carting may, at its own election, either carry out the Service or part thereof again or pay the reasonable costs of having the Service or part thereof carried out in a proper and workmanlike manner.

Customer indemnifies Camels Carting against all actions, claims, demands and costs (including legal costs on a solicitor and own client basis) arising out of or in the course of rendering the Service, and including and loss of or damage to the Equipment (through an act of neglect, omission or default of Customer) or liability arising in respect of third parties.

Camels Carting shall not be liable for any damage or loss Customer may suffer by reason of any act or neglect or omission by Camels Carting to do any act or thing during to or in respect of the Service, the goods, the Equipment, Customer’s Equipment or Customer’s premises (or premises to which Camels Carting is directed by Customer) unless Customer shall have given to Camels Carting notice in writing of the existence of a state of affairs within the knowledge of Customer but unknown to Camels Carting and Customer releases and indemnifies Camels Carting against all actions, claims, demands and costs (including legal costs on a solicitor and own client basis) arising out of or in the course of Camels Carting entry into or upon, presence at or exit from any Customer premises or premises owned by third parties to which Camels Carting were directed by Customer.

The whole of Camels Carting Charges will be deemed to have been earned at the commencement of performance of the Service. Customer acknowledges that the Charge may be based on a description of the Service supplied by Customer. Camels Carting shall be entitled to rely upon such description in formulating the Charge and in appropriating the Equipment to the performance of the Service. Camels Carting reserves the right to vary the Charge in the event of a misdescription by Customer to cover the Service actually performed and shall be entitled to include in the Charge and additional cost or expense it sustains or incurs by reason of such misdescription (whether or not Camels Carting knew or ought to have known that the Service was misdescribed). In the event of a misdescription Camels Carting shall not be obliged to complete the Service and shall be entitled to appropriate the Charge in and towards satisfaction of any additional liability of Customer under this clause.

Customer hereby authorises Camels Carting to engage a Sub-Contractor or Agent for the performance of the whole or any part of the Service. Such Sub-Contractor or Agent will be fully entitled to the benefit of this contract (other than being entitled to render the Charge) as would be Camels Carting. Insofar as it may be necessary to ensure that such Sub-Contractor or Agent will be so entitled, Camels Carting will be deemed to have entered into the Contract for its own benefit and also as trustee for such Sub-Contractor or Agent.

Customer hereby authorises Camels Carting to choose whatever method of performance of the Service as it may from time to time think fit and advisable and send goods by whatever route it wishes notwithstanding that a method of performance or route may be specified.

The Customer agrees that Camels Carting shall be entitled to increase the charge to recover increases in Federal, State and local Government Taxes, duties and Charges of any kind.

Whatever Goods are tendered by Customer to Camels Carting, Customer warrants that it will disclose to Camels Carting a true and accurate description of their nature (making positive declaration of any Goods that are dangerous or hazardous), quantity and qualities. Customer further warrants that all marks are accurate and packaging or other unitizing is adequate.

In addition to the Charge, Camels Carting will be entitled to immediate reimbursement for all fees, taxes (other than income tax), custom duties, stamp duties and other imposts which shall now or hereafter become payable to a public authority by reason of the performance of the Service or by breach by Customer of this Contract and also for any demurrage caused by reason outside Camels Carting control.

The goods are at the risk of the Customer and Customer hereby specifically acknowledges that Camels Carting enters into this Contract on the basis that Customer holds a valid and subsisting comprehensive insurance policy in respect of the goods and/or Customer’s Equipment and/or Customer’s servants and agents and it is specifically provided that should Customer so require it and Camels Carting effects insurance on behalf of Customer (which Camels Carting at its option may decline to do) then Camels Carting will do so in the capacity of agent for Customer only and only in accordance with Customer’s written instructions, at Customer’s expense.

Camels Carting is not a common carrier and will accept no liability as such and any Service performed by Camels Carting in subject to this proviso. Camels Carting reserves the right to refuse at its discretion the performance of Services for any person or to refuse the carriage of any class or category of the Goods if Camels Carting be required by any authority, or elects at its sole discretion to recover or retrieve Customers goods in transit, than all costs relating to such retrieval or recovery will be borne by Customer and may properly be added to Camels Carting Charges. This clause shall be read subject to the Carriage of Goods by Land (Carriage Liabilities) act 1967 and unless repugnant to that Act these conditions shall apply.

If any provision or provisions of this contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not be in any way affected or impaired thereby and the provisions of this Contract shall be of full force and effect. Except to the extent that they are or any part thereof is void by operation of any relevant legislation.

Notwithstanding anything herein contained Camels Carting shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to the agreement and prevents the exclusion, restriction or modification of any such warranty.

This agreement shall be governed by the laws of the State of Queensland and Camels Carting and Customer hereby submit to the non-exclusive jurisdiction of the courts of that State.

Camel & Sons Group Pty Ltd trading as Camels Carting ACN 134 667 299