

CONTRACT TERMS & CONDITIONS OF SERVICE

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions unless expressed otherwise:

(i) "JXX Geelong Pty Ltd" is the trading name of the "Carrier" – ABN 40 663 922 585. The entity also trades with the short form name "JXX" for convenience and marketing purposes. These contract terms and conditions of service (CTCS), shall apply equally and severally under the trust, its trading name(s), and its short form name as stated, and henceforth shall be referred to in these CTCS, wholly as JXX for brevity, and includes its officers, commercial sites of operation, employees, servants, subcontractors, and agents.

(ii) "Charges" or "Charge" means the charges payable for services in transport, surcharges, consultation, or other supply chain services in logistics as calculated under JXX quote schedules or other agreed rates, and any tax including a goods and services tax ('GST') levied directly on a transaction or supply.

(iii) "Customer" means the "Client" or "Consignor" or "Consignee" and means any person, organisation, company, government or statutory body or authority, or any group or combination of these individuals or entities with whom this contract is made or on whose behalf this contract is entered into or whom JXX contracts to provide services.

(iv) "Goods" or "Cargo" or "Consignment" or "inventory" shall mean that which is requested to be transported or stored (warehoused) by the client of JXX or by its subcontractors for the purpose of carriage to the place or destination of delivery, such place or destination to be as instructed by the Customer to JXX. It also means the goods accepted from the Consignor with any container, packaging or pallets supplied by or for the Consignor.

(v) The "Consignment Note" is the effectual contract document, issuance of which to the Customer in person or in writing, or by email, activates and ratifies the contract of service under these CTCS. No other method shall activate a contract of trade with JXX, and all other methods shall be invalid and carry no right to claim for the Customer.

(vi) "Storage" means the whole of the storage operations and services undertaken by JXX for the Goods.

2. EXCLUSIONS AND LIMITATION OF JXX'S LIABILITY

2.1 JXX is not a common carrier and accepts no liability as such. All Goods are carried, handled, and transported and all Storage and other services are performed by JXX subject to these terms and conditions.

2.2 Subject to clause 2.10, JXX accepts no liability to the Customer for acts or omissions of the Carrier for loss of, damage to or deterioration or contamination of the Goods, or any delay, non-delivery, misdirection of Goods, or other failure to supply the Goods, or supply the Goods in time, or arising out of the Goods, or these terms and conditions.



2.3 The exclusions, releases and indemnities in clauses 2.2 extend to loss of profits, loss of sales, interest, business, trade, brand value, or anticipated savings or any other indirect or consequential damage, and to economic loss, even if JXX knows they are possible or otherwise foreseeable.

2.4 These terms and conditions apply in all circumstances arising from a fundamental breach of contract or breach of a fundamental term.

3. CLAIMS & INSURANCE

3.1 The Goods and Services are provided, carried, handled, and stored solely at the Customers risk, and JXX is under no obligation to arrange insurance to cover Goods and Services for the Customer against any form of direct or consequential loss arising, nor shall it arrange such insurance of any kind whatsoever, unless effected in writing by special arrangement.

3.2 No claim may be made against JXX for failure to arrange insurance on behalf of a Customer, or for not insuring goods in transit, handling, and storage, or for outcomes of consulting service advice it provides.

3.3 JXX is not a common carrier, and strongly urges all Customers to arrange appropriate insurances prior to engaging JXX services.

4. QUOTATIONS AND CHARGES

4.1 Any quotation given by JXX to the Customer is valid for the period of 15 days from the date of the quotation.

4.2 Acceptance of a quotation is effective only upon signing and receipt by JXX of the signed quotation within the said time period.

4.3 Charges will commence on the date the signed quotation is received by JXX, or when commercial trade commences.

4.4 Quotations and JXX's Standard Rate Schedule may be varied from time to time, and JXX reserves its right to make such variance with written notice to the Customer after the 15 days period as stated in clauses 4.1

4.5 Customer agrees to pay penalty interest at 10% higher than the rate as set from time to time under section 2 of the Penalty Interest Rates Act 1983 (Vic) on any overdue accounts left unpaid for 14 days, such interest to accrue from the date the account is rendered.

4.6 Refund of Charges by JXX is not applicable under any circumstances.

4.7 Customer agree and acknowledge that any parking fee or infringements received which caused by Customer upon misleading JXX to an illegal parking area are reasonably levied by JXX.

4.8 JXX will charge overtime rates upon jobs that are exceeds 8 hours in one day and additional Charges apply to interstate courier service.



5. TRANSPORT SERVICE CHARGES

5.1 Pay reasonable surcharges as arising and in accordance with JXX's written or verbal communication of a requirement to do so to ensure safe, compliant, profitable, carriage of Goods.

5.2 Pay reasonable Charges arising and in accordance with JXX's written or verbal communication of a requirement to do so for courier services arising that have not been quoted by JXX.

5.3 Pay additional Charges which are to be agreed by the parties whether verbally or in writing where the service requires a specialised vehicle to complete the task, such as a tailgate or tail-lift, hand unload, upper level delivery, or other exception where additional costs arise.

5.4 Pay additional Charges for customs services and inspections, futile delivery, couriers, weekend, public holiday, or out of business hours transport, and any other services as required by the Customer and Charges are agreed.

5.5 Pay statutory fines arising from non-compliance, misstatements of weight, dimension, or composition of goods, or falsely declared or missing documentation.

5.6 Pay additional Charges for container detention (for late off-hire), Container wharf storage (for late import container collection), Container late lodgement (for late export container delivery), or other related costs for container cleaning, or container repair due to damages, where it is obliged to do so.

5.7 Disbursement for the above fees stated in clause 5.3 to clause 5.6 might not be included in the quotation, charges are reasonably levied by JXX for unforeseen circumstances.

6. PAYMENT OF ACCOUNT

Unless prior consent is granted in writing by JXX to the Customer for an extension of their terms of account, being 14 days from date of invoice, then if the Customer makes no or partial payment to JXX on its account, JXX may place a stop service on the Customer's account. The Customer agrees and acknowledges that JXX is not liable for any resulting loss or damage caused to the Customer and or its Goods as a consequence of the stop service.

7. RIGHT TO REFUSE CARRIAGE OR STORAGE OF GOODS

JXX reserves the right to refuse at its discretion the provision of any service it provides for whatever reasonable cause it may deem necessary to do so, and this shall extend to work in progress services where there are sudden debtor risks arising, or concern for safe work practice, or the environment. The Customer agrees and acknowledges that JXX is not liable for any resulting loss or damage caused to the Customer and or its Goods or services as a consequence of such refusal of service.



8. DELIVERY

8.1 JXX is authorised to deliver the Goods to the consignee or its agent at the address nominated to JXX by either the Customer, the consignor, the consignee or their agents and it is expressly agreed that the Carrier shall be deemed to have delivered the Goods in accordance with this contract if it obtains a receipt, signed delivery docket for the Goods or signature on its consignment note from any person at that address.

8.2 If the address given to JXX for the purposes of delivery is unattended at the time of delivery, or if delivery cannot be effected by JXX (other than by reason of the negligence) then JXX may deposit the Goods at that address (which shall be deemed to be delivery under the Contract) or store the Goods at a place where JXX deems necessary or appropriate to store those Goods, and if the Goods are stored the Customer shall pay JXX for all costs and expenses incurred of and incidental to that Storage and redelivery.

8.3 It is agreed that the person delivering any Goods JXX for carriage or transportation and or Storage is authorised to sign the documentation evidencing this agreement for or on behalf of the Customer.

8.4 Customer need to inform JXX for any fragile Goods in order for JXX to organise a suitable delivery method and correct vehicle to transport fragile Goods. JXX will and always handle Customer's Good with extra care, however JXX accepts no liability to the Customer for Goods damage upon delivery if Goods are come with poor package condition.

9. STORAGE BASIS

9.1 JXX reserves the right to refuse at its discretion the Storage of Goods, subject to Clause 7.

9.2 The Goods are Stored entirely at the risk of the Customer, and JXX accepts no liability for the Goods whatsoever.

9.3 JXX relies on the Customer to supply details of description, space, weight, items, quantity, value and measurement and condition of the Goods as supplied by the Customer however JXX cannot verify and does not admit their accuracy.

9.4 In the event of a customer failing to make payment of account for periods in excess of 28 days, then JXX shall be entitled at any time thereafter to sell all or any of the Goods of the Client by public auction, or private treaty, and apply the net proceeds in satisfaction of any amount owing by the Customer to JXX, and to hold the balance of sale proceeds, if any on account of the Customer.

10. DANGEROUS ARTICLES

10.1 Before or at the time of entering into these CTCS the Customer shall provide to JXX in writing the precise details of the class, volume and packaging type of dangerous or hazardous Goods by way of an appropriate Material Safety Sheet and Emergency Procedure Guide so that JXX in its absolute discretion may accept or decline to proceed with the transaction, and should it proceed, accordingly notify all parties as required to ensure compliance in the transport storage and handling of dangerous class goods.



10.2 In the event of discovery by JXX of hazardous or dangerous Goods not being disclosed JXX may hold the discovered dangerous Goods at a nominated depot, at the expense of the Customer, for the Customer to then arrange appropriate measures to rectify the non-compliance and allow resumption of transport services.

10.3 In the event that the Customer fails or neglects to notify JXX of dangerous goods presented for carriage, handling or Storage, then the Customer will be liable for all and any loss or losses attributable to that non-disclosure to JXX.

11. REGULATION COMPLIANCE

11.1 The Customer shall comply with all applicable laws and Government regulations and directions including those relating to the packing, carriage, storage, customs clearance, delivery, inspection or other Services in respect of the Goods, and shall furnish such information and provide such documents as may be necessary to comply with such laws and regulations. JXX shall not be liable to the Customer for loss or expense due to the Customer's failure to comply with this provision and will indemnify the Company for any expense incurred by the Company in so complying.

