

## 3PL Terms and Conditions

### 1. General

In these terms "Company" shall mean H.J. Langdon & Co Pty Ltd in Australia and H.J. Langdon & Co (New Zealand) Ltd in New Zealand. "Client" shall mean the customer. Any order placed by the Client will be taken to be an order incorporating these terms and conditions even if any inconsistencies are introduced in the Client's order or acceptance.

### 2. Risk and Insurance

All goods are stored at the Client's sole risk. The Client should arrange its own insurance for all goods stored and dispatched. The Company is not liable for any concealed damage, deterioration, contamination, evaporation, misdelivery, or failure to deliver or delay on the delivery of goods, either in store or in transit to or from the store, for any reason whatsoever and the Client shall indemnify the Company against any such claim.

### 3. Warranty

The Client warrants:-

- (a) that the goods stored are owned by the Client (or are legally in control of the Client) who has the right, power and authority to store them with the Company;
- (b) that the goods are not hazardous and are free of any deleterious or objectionable matter or odour which may affect other goods and are not explosive, inflammable or liable to spontaneous combustion or otherwise dangerous or likely to become dangerous; and
- (c) that the goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature.

### 4. Payment

The Client shall pay all storage, freight, transport and other charges calculated in accordance with the Company's current schedule of charges and payable in respect of the goods. The schedule will be updated from time to time and will apply from the date specified in the updated schedule. All charges will be levied upon the goods and also upon such other goods as shall from time to time be in store in the name of the Client or belonging to the Client. The Company shall have a general lien upon all such goods for all debts now due or which may hereafter become due to the Company on any account by the Client.

If any monies due to the Company are not paid within one calendar month after notice has been given to the Client, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the Client, and the proceeds applied in or towards satisfaction of all amounts due. The Company shall not be liable to the Client for any price realised which is less than market value or any other loss by the Client.

### 5. Removal of Goods

Upon notice in writing being given by the Company to the Client requiring the Client to remove the Client's goods or any part of them, the Client shall within one month from the date of such notice pay any outstanding charges and remove and take away such goods. If the Client fails to pay the charges and to remove the goods referred to in the notice, the Company may remove the goods and store them in such place and in such manner as the Company thinks proper, at the risk of the Client and for the Client's account.

If in the opinion of the Company any of the stored goods deteriorate, become objectionable, or a source of danger, infestation or contamination, then the Company may at any time with notice to the Client and at the Client's expense remove such goods and if thought fit destroy or sell them without compensation to the Client. The Client will be liable for all costs, fees and charges incurred by the Company including without limitation, fumigation and pest control charges. The Client indemnifies the Company from and against all costs, expenses and charges of any nature claimed by the Company as a result of an infestation or contamination caused by the Client's product.

### 6. Packaging charges

The Company accepts pallets or any other packaging device or material on the express condition that all charges pertaining to the pallets packaging device or material be paid by the Client and in the event of the Company signing for receipt of any pallets packaging device or material; they do so only on behalf of the Client who accepts full responsibility for them and for freight charges thereon.

### 7. Notice to Cease Trading

The Client must give the Company six months advance notice in writing of the Client's intention to cease trading with the Company. The Client must pay all monies owed to the Company prior to removal of remaining goods. The Client acknowledges the Company's rights to refuse to release the goods until all monies due are received.

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#### 8. Implied terms

All conditions and warranties expressed or implied by statute, common law, equity, trade, custom or usage or otherwise are expressly excluded to the maximum extent permitted by law. These conditions shall have effect subject to the provisions of any Act or Regulation relating to the warehousing of goods in the State where the Company's store is located. The general lien of the Company under these conditions shall be additional to any rights conferred on the Company by virtue of such Acts or Regulations and so that nothing in these conditions shall be construed to mean that the Company shall have surrendered any of its right or immunities or to have increased its responsibilities and liabilities under the said Acts and Regulations or to have lost the benefit of any Statutory exemption, limitation or protection whatsoever.

#### 9. Liability

So far as the law permits, the liability of the Company for a breach of a condition or warranty that cannot be excluded is limited, at the Company's option, to:

- (a) a refund of the charges paid to the Company relating to the relevant goods; or
- (b) the cost of replacing or repairing the goods or of acquiring equivalent goods.

#### 10. Indirect loss

So far as the law permits, the Company is not liable in any way for any indirect or consequential loss or loss of profit including, without limitation, any loss by reason of delay, negligence or any act or matter or thing done, permitted or omitted by the Company.

#### 11. Dispatch

If the Company agrees to arrange for the dispatch of the goods to the Client, or to a third party as advised by the Client, all costs of delivery will be for the Client's account. Goods dispatched by the Company will be at the Client's risk and the Company is under no obligation to insure the goods while in transit. Any time quoted for delivery is an estimate only. The Client is not relieved of any obligation to accept or pay for goods because of any delay in delivery. The Company is authorised to arrange delivery of the goods at the address given to the Company by the Client for that purpose. If the delivery address should be unattended or if delivery cannot otherwise be made, the Company may at its option store the goods or redeliver the goods to the Client and any such storage or redelivery to the Client shall be at the Client's expense.

#### 12. Interest

Without prejudice to any other rights or remedies of the Company, if any payment is not made within seven days of the due date, the Client will be in default and, without limiting any other rights of the Company, the Client must pay to the Company, by way of liquidated damages, interest at the rate of 2% per year above the Company's overdraft rate at the time (as certified by an officer of the Company) on the amount outstanding, calculated from the due date for payment until payment is made in full.

#### 13. Notices

Any notice to the Client required to be given under these conditions may be given in writing and delivered personally, posted to the Client at the address last known to the Company, sent by facsimile to the facsimile number last known to the Company or sent by electronic communication to the last known email address of the Client. A notice so delivered shall be deemed to have been received by the Client upon receipt of the written notice delivered personally; at the time when in the ordinary course of postage it should have been delivered; a notice sent by facsimile shall be deemed to have been received by the Client at the time indicated in the Company's record of transmittal and a notice sent by electronic communication shall be deemed received by the Client at the time when the electronic communication enters the Client's information system.

#### 14. New Business Opportunities

The Client will inform the Company about any new storage and logistics requirements it has in Australia and New Zealand and grants to it the right to bid and match any offers for that business.

#### 15. Governing law

Contracts relating to goods stored in any State are governed by and will be construed in accordance with the laws of that State. Contracts relating to goods stored in New Zealand are governed by New Zealand laws.

Accepted by the Client.....

Dated .....