

General Terms and Conditions - August 2021

1. APPLICATION

- 1.1 These General Terms for Transportation and Warehousing Services (**General Terms**) apply to and govern the supply of Services by CTI Logistics Limited (**CTI**) and/or any Affiliate of CTI Logistics Limited to the Customer.
- 1.2 Any order, request or other instructions (whether oral or in writing) issued by or on behalf of the Customer for CTI to supply Services, or the Customer's acceptance of Services supplied by CTI, constitutes acceptance of these General Terms on the part of the Customer.
- 1.3 For the purposes of clause 1.2, a legally binding contract between the Customer and CTI is created for CTI to supply, and for the Customer to receive, the Services for the Fees at the Rates on and subject to these General Terms and any Services Document provided by CTI to the Customer or accompanying these General Terms in respect of the Services (if applicable) (**Agreement**).
- 1.4 The Agreement will commence on the Commencement Date.
- 1.5 Where there is more than one Customer, those Customers are jointly and severally liable for all money payable by either or all Customers under the Agreement.

2. SERVICES

- 2.1 The Customer engages CTI to provide, and CTI agrees to provide, the Services specified in the Agreement in consideration for the payment of the Fees on the terms of the Agreement.
- 2.2 In performing the Services CTI must use reasonable endeavours to:
 - (a) perform the Services in a competent and professional manner and in accordance with all applicable Law;
 - (b) act in accordance with the Customer's reasonable instructions and directions, subject to clause 12; and
 - (c) adequately safeguard and secure the Goods whilst they are in CTI's possession or control in a manner reasonably sufficient to minimise the risk of Loss or Damage to the Goods.
- 2.3 CTI may engage a Subcontractor to perform all or any part of the Services. CTI is deemed to have entered into the Agreement as agent for any Subcontractor engaged by CTI.
- 2.4 CTI may provide and perform Additional Services in accordance with the Customer's Instructions.

3. RECEIVAL OF GOODS

- 3.1 Receival of Goods occurs in accordance with the Customer's Instructions and this clause 3.
- 3.2 Receival of Goods occurs when CTI's Personnel sign a delivery docket, waybill or receipt in respect of the Goods received, including by way of electronic signature or acknowledgement.
- 3.3 CTI may in its absolute discretion refuse to receive or transport any Goods for any reason or no reason and is not bound to give any reason for its refusal to provide Services.
- 3.4 If CTI is required to attend any Customer's Premises to receive or collect any Goods, the Customer must:
 - (a) procure that CTI has access to the Customer's Premises to the extent necessary for CTI to perform the Services;
 - (b) ensure that CTI's Personnel receive appropriate safety training and site induction, and are provided with copies of all relevant policies and procedures applicable to Customer's Premises;
 - (c) comply with all workplace safety Law applicable to the Customer's Premises; and
 - (d) ensure that CTI's Personnel are provided with a safe working environment.

4. DELIVERY OF GOODS

- 4.1 If Transportation Services are specified in the Agreement CTI will transport and carry Goods in accordance with the Customer's Instructions and this clause 4.
- 4.2 The Customer authorises CTI to transport and deliver the Goods at the address given by the Customer to CTI for that purpose (**Delivery Address**).
- 4.3 Delivery of Goods occurs when the Customer's or Consignee's Personnel at the Delivery Address signs a delivery docket, waybill or receipt in respect of the Goods delivered, including by way of electronic signature or acknowledgement.
- 4.4 If the Delivery Address is unattended or if CTI is otherwise unable

to effect Delivery in accordance with clause 4.3:

- (a) CTI may at its election in its absolute discretion:
 - (i) deposit the Goods at the Delivery Address, in which event Delivery shall be deemed to have occurred; and/or
 - (ii) store the Goods at any premises; and/or
 - (iii) return the Goods to the Customer from any place of storage at the Customer's expense; and
 - (b) The Customer must pay and indemnify CTI for all costs and expenses incurred by CTI in any storage or return of undelivered Goods.
- 4.5 If CTI accepts Goods from the Customer for forwarding to an address in a place where CTI does not have or operate a depot, Delivery of Goods shall be deemed to have occurred if the Goods are delivered to CTI's designated agent at that place.
 - 4.6 The Customer acknowledges and agrees that the route of transport or manner of carriage of Goods may be different to or deviate from any usual route or manner of carriage of goods, as may be determined by CTI in its absolute discretion.

5. WAREHOUSING OF GOODS

- 5.1 If Warehousing Services are specified in the Agreement CTI will provide Warehousing Services to store the Goods as specified in the Services Document and this clause 5 and clause 6.
- 5.2 Goods will be stored in CTI's Premises under CTI's custody and control.
- 5.3 Loss or Damage to the Goods caused by CTI will be handled in accordance with clause 14 and clause 15.
- 5.4 CTI will provide the Customer with reasonable access to the Goods stored in CTI's Premises on receipt of 48 hours' notice beforehand and subject to Customer's Personnel:
 - (a) providing to CTI proof of their identity; and
 - (b) complying with all of CTI's directions and requirements whilst on CTI's Premises.
- 5.5 CTI will not allow any person other than its Personnel or Customer's Personnel to handle the Goods.
- 5.6 No Goods will be:
 - (a) opened, unpackaged or otherwise handled; or
 - (b) removed from CTI's Premises, except:
 - (c) in the ordinary course of the provision of Warehousing Services;
 - (d) in accordance with Customer's Instructions; or
 - (e) as otherwise expressly provided for in the Agreement.

6. STOCK MANAGEMENT AND RECONCILIATION

- 6.1 In respect of Goods held in storage in CTI's Premises CTI will:
 - (a) maintain accurate stock counts of the Goods in the manner specified in the Services Document; and
 - (b) provide the Customer with reports of the storage and location of the Goods at the times and in the manner specified in the Services Document.

An inspection and count of the Goods (**Stock Count**) may be undertaken by the Customer using the Customer's Personnel or by CTI using CTI's Personnel whilst the Goods are held in storage at such time as may be agreed by the Customer and CTI acting reasonably beforehand.

- 6.2 The provisions of clause 5.4 shall apply to the Customer Personnel engaged in any Stock Count.
- 6.3 CTI will provide Customer with a report of any Stock Count undertaken by CTI.
- 6.4 The Customer must reimburse CTI for any costs and expenses incurred by CTI in the Stock Count, including for the cost of CTI's Personnel engaged in the Stock Count.
- 6.5 If any Stock Count discloses any material Loss or Damage, CTI will use reasonable endeavours to:
 - (a) investigate any material Loss or Damage or discrepancy in the quantity of Goods stored; and
 - (b) implement such corrective or remedial action as may be reasonably necessary to prevent any further Loss or Damage.

7. TEMPERATURE CONTROLLED SERVICES

- 7.1 If provision of the Services requires the transportation or warehousing of Goods in temperature-controlled vehicles, containers or storage

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facilities:

- (a) CTI will use reasonable endeavours to ensure the Goods are contained and stored in temperature-controlled vehicles, containers or facilities with the temperature maintained within a range of temperatures suitable for the Goods, subject to any specified tolerance levels specified in a Services Document; and
- (b) the Customer acknowledges and agrees that fluctuations of temperature within vehicles, containers and facilities may occur.

7.2 Any record of temperature maintained by CTI of any temperature-controlled vehicle, container or facility shall be conclusive evidence of the actual temperature.

8. TITLE AND RISK

- 8.1 Title and risk in the Goods shall remain with the Consignor at all times.
- 8.2 CTI shall not be liable for any Loss or Damage to the Goods whatsoever, except in the circumstances specified in clauses 14 and 15.

9. FEES, RATES AND PAYMENT

9.1 Fees and Rates

- (a) The Customer must pay CTI the Fees and all applicable GST in consideration for the Services.
- (b) The Fees shall be calculated and charged by CTI in accordance with the Rates and any provision for fees stated in the Services Document.
- (c) The Rates shall remain in effect for the first 12 months of the Term and thereafter may be increased in accordance with this clause 9.1.
- (d) After the first 12 months of the Term and thereafter on each anniversary of the end of the first 12 months of the Term:
 - (i) the Rates will increase by an amount equivalent to the percentage increase in Consumer Price Index (All Groups) for Australia (CPI), as published by The Australian Bureau of Statistics from time to time after the Commencement Date; and
 - (ii) in addition to any increase in accordance with clause 9.1(d)(i) the Rates may be increased by agreement between the parties or in accordance with procedure in clause 9.1(e) to (i).
- (e) CTI may propose a change or increase in Rates to take effect at any time after the first 12 months of the Term by giving the Customer 30 days' notice to that effect beforehand (**Rates Change Notice**).
- (f) Within 30 days after receipt of a Rates Change Notice the Customer may request CTI to provide reasons for the proposed increase in Rates and may give CTI notice that it does not agree or accept any proposed change to the Rates (**Rates Response Notice**).
- (g) If the Customer does not give CTI a Rates Response Notice in accordance with clause 9.1(f), then the Rates shall be in accordance with the Rates Change Notice.
- (h) If the Customer notifies CTI in a Rates Response Notice that it does not accept a proposed change in Rates specified in a Rates Change Notice, then to the extent of any change not accepted by the Customer or otherwise agreed between the parties then the Rates shall remain unchanged unless and until the parties agree any change in the Rates.
- (i) CTI must give the Customer 30 days' notice of any change to the Rates prior to the change taking effect.
- (j) If the Customer gives CTI written Instruction requesting Additional Services, CTI may charge for those Additional Services in accordance with CTI's standard rates as notified by CTI or as usually charged by CTI at the time.
- (k) In the event CTI anticipates any costs or expenses which CTI considers should be charged to the Customer in addition to the applicable Fees or Rates for any Additional Services, CTI shall seek the Customer's approval before incurring such costs or expenses, which approval shall not be unreasonably withheld. If the Customer does not approve any costs and expenses, then CTI may refuse to perform the Additional Services.

9.2 Invoicing and payment

- (a) CTI may issue an invoice for Transportation Services any time after the commencement of Services.

- (b) CTI may issue an invoice for Warehousing Services any time after the commencement of Services.
- (c) Except as otherwise agreed in a Services Document CTI shall invoice the Customer for Services weekly or monthly intervals at CTI's election.
- (d) The Customer must pay the Fees and all other amounts specified by CTI in a tax invoice provided by CTI to the Customer within 30 days from the date of tax invoice.
- (e) The Customer must make payment of invoiced amounts by electronic funds transfer or, at CTI's discretion, by cheque, credit card, direct debit or any other method of payment.
- (f) The Customer must not deduct any money claimed to be due to the Customer by CTI under the Agreement or otherwise from any money due, or which becomes due, for payment by the Customer to CTI, or any money of CTI held by the Customer.
- (g) If the Customer disputes any amount shown on a tax invoice given by CTI, it must notify CTI within 7 days of receiving that tax invoice and must pay any amounts not in dispute in accordance with this clause 9.2.
- (h) CTI is, without limitation, entitled to payment by the Customer of interest on the overdue amount of a tax invoice at the Interest Rate, calculated daily on the basis of a 365-day year, for actual days elapsed, and compounded monthly. Interest accrues from the due date for payment until the date payment is received.
- (i) CTI may recover from the Customer all costs and expenses, incurred by CTI in recovering or attempting to recover any outstanding Fees or other monies owed to CTI by the Customer, including debt collection agency fees and legal costs and expenses incurred by CTI on a "solicitor and own client" basis.

10. CUSTOMER WARRANTIES AND OBLIGATIONS

10.1 Customer warrants and undertakes to CTI that:

- (a) **ownership and authority:**
 - (i) it is the owner of the Goods or otherwise has the authority of the owner of the Goods to instruct CTI to perform the Services;
 - (ii) it and its Personnel have all power, right and authority to instruct CTI to perform the Services;
- (b) **Service Information:**
 - (i) it will provide any Service Information, within a reasonable time, as required or requested by CTI from time to time;
 - (ii) all Service Information is true and correct and is not misleading. If, after providing the Service Information, the Customer becomes aware that it contains false, incorrect, or misleading statement then the Customer must immediately notify CTI of such statement and rectify the Service Information accordingly;
- (c) **government fees, charges, taxes, customs, duty and excise:**
 - (i) The Customer must pay all fees, charges, taxes, duties, excise and expenses incurred in respect of the receipt, delivery, transportation or storage of Goods that are charged or levied or required to be paid to any Governmental Authority or any other authority or company operating any railway, tramway, ship, harbour, dock, quarantine facility or customs facility, and the Customer must reimburse CTI or any such fee, charge, tax, duty, excise or expense incurred by CTI with respect to the Goods in the performance of the Services;
- (d) **compliance with Laws and Heavy Vehicle National Law:**
 - (i) none of the Goods constitute goods the transportation or storage of which is prohibited by Law;
 - (ii) where the Customer acts as a "Consignor", "Consignee", "Loader" or "Packer" of Goods (as those terms are defined in the Heavy Vehicle National Law) it must, so far as is reasonably practicable to do so, ensure the safety of any Personnel performing the Services and comply with the Heavy Vehicle National Law;

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- (e) **packaging:**
- (i) the Goods are packed in a manner which complies with all applicable Laws for the packaging, transportation and storage of Goods;
 - (ii) the Goods are packaged in a manner which adequately protects the Goods from the risk of Loss or Damage that may be caused by the transportation or storage of the Goods in the ordinary course of the performance of the Services;
 - (iii) The Customer has informed CTI of any Goods which require particular handling or care to an extent reasonably required to prevent the risk of Loss or Damage or the risk of injury or harm to any person, property, vehicle or premises.
- (f) **dangerous and hazardous goods:**
- (i) except as expressly notified by the Customer to CTI prior to the performance of the Services, the Goods do not comprise any product or material which is explosive, inflammable, radioactive, corrosive, poisonous, infectious or noxious in nature or otherwise inherently capable of causing harm, injury or damage to any person, property, vehicle or premises;
 - (ii) at the time the Goods are collected by or delivered to CTI the Goods comply with the requirements of any applicable Law (including, if applicable, the Dangerous Goods Laws, the WHS Laws, any GHS Code and the *Australian Code for the Transport of Dangerous Products by Road and Rail* and the *Civil Aviation Safety Regulations 1998 (Cth)*) relating to the consignment, handling, transportation and packaging of the Goods;
- (g) **Modern Slavery Act:**
- (i) The Customer complies with the Modern Slavery Act;
 - (ii) neither the Customer nor to the best of the Customer's knowledge, the Customer's Personnel, has anywhere in the world committed or been charged with an offence relating to Modern Slavery; and
 - (iii) it will comply with CTI's reasonable request for any information to determine the Customer's compliance with the Modern Slavery Act or to enable CTI to comply with the Modern Slavery Act.

11. INSURANCE

- 11.1 The Customer acknowledges that the Goods are carried and stored at the Customer's or Consignor's risk and it is the Customer's or the Consignor's responsibility to insure and keep insured the Goods for the full insurable value of the Goods whilst they are in the custody or control of CTI whilst performing the Services. The Customer's or Consignor's insurance policy must not provide for any rights of subrogation against CTI. No claim may be made against CTI for any failure to arrange or maintain insurance of the Goods. The Customer is responsible for the payment of any excess, deductible or self-insured retention applicable to the Customer's insurance.
- 11.2 The Customer must provide CTI with confirmation of coverage that complies fully with the requirements of clause 11.1, in the form of a certificate of currency.
- 11.3 The Customer acknowledges that CTI is under no obligation whatsoever to insure the Goods.
- 11.4 CTI shall maintain public liability insurance of an amount not less than \$20,000,000 to cover any liabilities arising directly from the provision of Services by CTI under the agreement.
- 11.5 CTI shall maintain motor vehicle insurance with third party property cover.
- ## 12. CTI'S COMPLIANCE WITH LAWS AND DIRECTIONS
- 12.1 CTI must comply with all applicable Laws in performance of the Services.
- 12.2 CTI warrants that it holds all necessary licences required by Law for the provision of the Services.
- 12.3 CTI is responsible for the health, safety and welfare of its Personnel engaged in the performance of the Services.
- 12.4 In the event a direction or instruction provided by the Customer would result in CTI breaching a Law, would prevent CTI taking action

reasonably required to prevent a breach of a Law, or would risk harm or injury to its Personnel, then CTI need not comply with that direction or instruction and may suspend the performance of the Services.

13. TERM

- 13.1 The Agreement will commence on the Commencement Date and continue for an initial term of 36 months (or such other period expressly agreed by the parties) unless and until terminated in accordance with the Agreement (**Initial Term**).
- 13.2 After the Initial Term, the Agreement will continue indefinitely until terminated in accordance with the Agreement.
- ## 14. LOSS OR DAMAGE TO GOODS
- 14.1 CTI's responsibility and Liability for any Loss or Damage to Goods shall be subject to the provisions of this clause 14 and clause 15.
- 14.2 CTI shall not be liable for any Loss or Damage caused by or contributed to by the Customer or any of Customer's Personnel.
- 14.3 If any Loss or Damage occurs to Goods stored in CTI's Premises, CTI shall promptly inform the Customer of that Loss or Damage as soon as practicable after becoming aware of the Loss or Damage and provide such information to the Customer as the Customer may reasonably request and require to be informed about the circumstances of the Loss or Damage.
- 14.4 If any provision of a Services Document specifies a limit or allowance for Loss or Damage that may occur whilst Goods are in CTI's custody or control, CTI will not be liable for any Loss or Damage within that limit or allowance howsoever caused.
- 14.5 Parties will comply with any procedures specified in a Services Document for handling Goods which are lost or damaged.
- 14.6 Any Claim by the Customer for Loss or Damage must be notified to CTI within 60 days of the Customer becoming aware of the Loss or Damage.

15. LIABILITY AND INDEMNITY

- 15.1 Notwithstanding any other provision of the Agreement, CTI shall only be liable for loss or damage suffered or incurred by the Customer with respect to the Goods, the Services or CTI's performance of the Agreement generally to the extent of this clause 15.
- 15.2 CTI is not a common carrier and does not accept any liability as such, other than where specified in the Agreement. CTI may refuse the carriage or transport of any goods or products for any person, corporation or company and the carriage or transport of any class of goods or products at its discretion.
- 15.3 The Customer acknowledges and agrees that CTI, or any Subcontractor, shall not in any circumstances (except where any Law otherwise requires) be under any liability whatsoever (whether in contract, tort or otherwise) for any:
- (a) personal injury or property damage caused or contributed by;
 - (b) Loss or Damage to; or
 - (c) mis-delivery, delayed delivery or non-delivery of,
- the Goods while performing the Services except only to the extent where the foregoing is caused by the proven gross negligence or wilful default of CTI or its Subcontractor. For the avoidance of doubt, neither CTI nor its Subcontractor will be liable in circumstances where the foregoing is caused by a Force Majeure Event.
- 15.4 Except where any Law otherwise requires, the Customer indemnifies CTI against any:
- (a) Claim, Liability, loss, damage, cost or expense, which is incurred by CTI whilst performing the Services, to the extent it is caused or contributed to by:
 - (i) the inherent nature or improper packaging of the Goods;
 - (ii) spillage, escape, leakage or discharge from the Goods or any contamination of any goods or premises caused by the Goods;
 - (iii) the negligent act or omission or wilful default by the Customer, any Consignee or any other person or entity acting on behalf of the Customer; or
 - (iv) the Customer's breach of a warranty under clause 10,

or which is otherwise necessarily incurred by CTI in the proper performance of the Agreement;
 - (b) any Claim by:

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- (i) a Consignee which relates to, or arises out of, lost, damaged, mis-delivered, delivered late or non-delivered Goods; or
 - (ii) any third party whether in tort, contract, bailment or otherwise, notwithstanding that the act, omission or negligence of CTI may have caused or contributed to such Claim.
- 15.5 Without limiting clauses 15.3 and 15.4, the Customer indemnifies CTI against all reasonable costs (including reasonable solicitor-client legal costs) incurred by CTI which may arise from any and all action taken in relation to any debt recovery arising from the Agreement.
- 15.6 Subject to the Law and notwithstanding any other provision of the Agreement to the contrary, the Customer agrees that it may only commence legal proceedings in relation to Loss or Damage if the Loss or Damage is notified to CTI in accordance with the Agreement and the legal proceedings are commenced within 3 months of the date that:
- (a) the Goods are delivered to the Consignee;
 - (b) the Goods were intended to be delivered to the Customer (in relation to Claims for lost Goods); or
 - (c) the Customer first becomes aware of the Loss or Damage, whichever occurs first.
- 15.7 To the extent permitted by Law and notwithstanding any other provision of the Agreement to the contrary, the maximum aggregated Liability of CTI Logistics Limited and /or an Affiliate of CTI Logistics Limited, as the case may be, to the Customer in relation to the Agreement or otherwise (including for negligence) is limited to the higher of:
- (a) the aggregate Fees of all Services provided by CTI Logistics Limited and /or an Affiliate of CTI Logistics Limited, as the case may be, to the Customer during the period 3 months prior to the date of any Claim; and
 - (b) the proceeds of insurance received or payable under an insurance policy held by CTI Logistics Limited and /or an Affiliate of CTI Logistics Limited, as the case may be, in respect of such Liability.
- For the avoidance of doubt, nothing within this clause 15.7 creates joint or several liability between CTI Logistics Limited and its Affiliates. The maximum aggregated Liability of CTI Logistics Limited or any Affiliate of CTI Logistics Limited, as the case may be, under this clause 15.7 is limited to the Services provide by each of them only. Where a Service is provided by CTI Logistics Limited liability shall not attach to any of its Affiliates and vice versa.
- 15.8 If CTI is liable for a breach of a mandatory term, condition, guarantee or warranty implied in the Agreement by Law and for which Liability cannot be excluded or limited by the Agreement, including under clause 15.7, to the maximum extent permitted by Law, CTI's maximum Liability is limited to any one or more of the following, at CTI's discretion:
- (a) if the breach relates to the Services, then re-performing the Services, supplying equivalent services, or paying the cost of re-performing or procuring equivalent services; or
 - (b) if the breach relates to loss or damage to the Goods, then replacement of the Goods, supplying equivalent Goods, or paying the costs of replacing, repairing, procuring or hiring equivalent Goods.
- 15.9 To the extent permitted by Law and notwithstanding any other provision of the Agreement to the contrary, neither party is liable to the other for any Economic Loss, whether arising directly or indirectly from: any breach by either party of its respective obligations arising under or in connection with the Agreement, any termination or cancellation of the Agreement, any negligence, misrepresentation or other act or omission on the part of either party, Subcontractors any other person or party or any other cause whatsoever.
- 15.10 CTI's Liability under the Agreement is reduced proportionately to the extent that any act or omission of the Customer, the Customer's Personnel or any third party whom CTI does not control, caused or contributed to the Liability.
- 15.11 The remedy of the Customer in relation to any cause of action that the Customer may have against CTI is, to the extent permitted by Law, limited to damages.
- 15.12 Subject to the Law and notwithstanding any other provision of the Agreement to the contrary, but subject to clause 15.6 in relation to Loss or Damage, any legal proceedings by the Customer against CTI must be commenced within 3 months after the cause of action has accrued.
- 15.13 Nothing in the Agreement is intended to have the effect of contracting out of any liability under the Competition and Consumer Protection Laws, except to the extent permitted by those Laws where applicable.
- 16. CONFIDENTIALITY**
- 16.1 Each party (**Recipient**) must at all times during the term of the Agreement and for the period of 5 years thereafter:
- (a) hold in strict confidence all Confidential Information of the other party (**Disclosing Party**);
 - (b) not disclose or permit or cause the Confidential Information of the Disclosing Party to be disclosed to any person, other than on a confidential basis to those of its Personnel who require that Confidential Information for the purposes of performing the Recipient's obligations under, or receiving the benefit of, the Agreement; and
 - (c) not make use of the Confidential Information of the Disclosing Party (including duplicating, reproducing, distributing, disseminating or directly or indirectly deriving information from that Confidential Information) except and solely to the extent necessary for the performance of, or to obtain the benefit of, the Agreement.
- 16.2 The Recipient will not breach clause 16.1 to the extent that:
- (a) at the time of disclosure, the relevant Confidential Information is in the public domain other than by breach of clause 16.1;
 - (b) the Disclosing Party has provided its prior written consent to the use or disclosure of the Confidential Information in a manner that would, but for the consent, be contrary to clause 16.1;
 - (c) disclosure of the relevant Confidential Information is required by Law, court order or the rules of a recognised securities exchange to be communicated to a person who is authorised by Law to receive it;
 - (d) the relevant Confidential Information is required to be disclosed to any bank or other financial institution in relation to the organisation of the Recipient's financial affairs; or
 - (e) disclosure of the relevant Confidential Information made to any legal counsel, accountant, insurance advisor or other professional adviser in relation to the Recipient's affairs provided that the professional adviser is bound by an obligation or confidentiality in relation to the information disclosed.
- 16.3 The parties agree that damages may not be an adequate remedy for breach of this clause 16.1 and a party will be entitled to equitable relief, including injunctive relief and/or account of profits.
- 16.4 The provisions of this clause 16 survive the termination of the Agreement.
- 17. PRIVACY**
- 17.1 CTI will collect, store, use, handle, transfer and delete personal information (as that term is defined in the *Privacy Act 1988* (Cth)) collected while performing the Agreement in accordance with its Privacy Policy.
- 17.2 Personal information may be collected, stored, used, handled, transferred, and deleted by CTI in any manner permitted by applicable Law, including those permitted under the Australian Privacy Principles.
- 18. PPS ACT**
- 18.1 The parties agree that the Agreement constitutes a security agreement for the purposes of the PPS Act.
- 18.2 The Customer consents to CTI registering a financing statement on the Personal Property Securities Register in relation to any Security Interest in CTI's favour arising under or in connection with the Agreement.
- 18.3 The Customer:
- (a) must provide CTI with reasonable assistance to register and perfect any Security Interest arising under or in connection with the Agreement;
 - (b) undertakes not to:
 - (i) amend or seek to amend (including by way of removal); or
 - (ii) interfere, including exercise any right to object to, the registration or validity of any such Security Interest;

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- (c) must notify CTI in writing of any change to the Customer's name and contact details in the Agreement within 5 days from the date of such change;
- (d) must not create any Security Interest over Goods prior to payment of the full Fees of those Goods, or otherwise allow a Security Interest to come into existence which is inconsistent with the rights and interests of CTI under this clause 18;
- (e) must keep all information of the kind mentioned in section 275(1) of the PPS Act confidential and will not authorise the disclosure of such information except in accordance with section 275(7) of the PPS Act;
- (f) waives its right under section 157 of the PPS Act to receive notice of any verification statement relating to the registration of any financing statement or any related financing change statement;
- (g) agrees that the following provisions of the PPS Act will not apply and the Customer will not have any rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 121(4); section 125; sections 129(2) and (3); section 132; section 142; and section 143; and
- (h) agrees that CTI is required to give a notice under the PPS Act only if the notice is obligatory and the giving of the notice cannot be excluded under the PPS Act.

19. ANTI BRIBERY

- 19.1 Neither party shall, directly or indirectly, make a bribe or other illegal gift or payment or offer, promise or authorise a bribe or other illegal gift or payment to any public or private person or entity, in connection with this Agreement. The parties each represent and warrant that they have not taken, or permitted any of their Affiliates, agents, Sub-contractors, suppliers or employees to take, any action which would constitute a breach of this provision, and covenant to comply with (and require their respective Affiliates, agents and employees to comply with) this provision. This provision shall survive the termination of this Agreement.

20. LIEN

- 20.1 Without limiting clause 18 or CTI's other legal rights, including under any Warehouseman's Lien Law, the PPSA Act and any other applicable Law, if CTI has not received the whole of the Fees for the Services, or the payment of Fees has been dishonoured, CTI will have a lien over the Goods and may do any of the following:
- (a) retain the Goods while CTI is in possession of them; or
 - (b) stop the Goods in transit, whether or not delivery has been made or ownership has passed.

21. FORCE MAJEURE

- 21.1 CTI will not be liable for any loss, damage, delay or failure to perform any of its obligations under the Agreement to the extent that such loss, damage, delay or failure is caused by a Force Majeure Event.

22. DISPUTE RESOLUTION

- 22.1 The parties must comply with this clause 22 in resolving any dispute which arises between the parties in relation to the Agreement (**Dispute**).
- 22.2 If a Dispute arises, the party requiring it be resolved must promptly give to the other party notice identifying and giving details of the Dispute (**Dispute Notice**).
- 22.3 If a Dispute Notice is given then managers of the parties must meet within 5 Business Days of the Dispute Notice being received, with a view to negotiating a potential resolution of the Dispute.
- 22.4 If the Dispute is not resolved within 5 Business Days of the meeting of managers under clause 22.3, then the parties must engage senior representatives of the parties to meet with a view to resolving the Dispute. The senior manager must have the authority to settle the Dispute on behalf of the party that they represent and contractually bind such party to any settlement agreement.
- 22.5 If the Dispute is not resolved within 10 Business Days of the senior representatives of the parties meeting or within 20 Business Days of a Dispute Notice being received, whichever occurs first, then either party may refer the Dispute resolution by mediation by giving the other party notice (**Mediation Notice**). The parties must then

- participate in mediation in accordance with clause 22.6.
- 22.6 If a Mediation Notice is given the following shall apply:
- (a) the parties must endeavour to settle the Dispute by mediation;
 - (b) the mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any Mediation Notice, by a person appointed by the Chair of the Resolution Institute (**Chair**) or the Chair's designated representative; and
 - (c) the *Resolution Institute Mediation Rules* shall apply to the mediation.
- 22.7 A party claiming a Dispute has arisen must not commence any court or arbitration proceedings unless it has complied with the procedures in clauses 22.5 and 22.6.
- 22.8 If a party refuses to participate in a mediation of the Dispute under clause 22.6, then the other party may commence proceedings in a court of competent jurisdiction. The party that refuses to participate in a mediation of the Dispute must:
- (a) not take any steps to recover its costs in any court proceedings arising from or in connection with the Dispute; and
 - (b) consent to orders by the court in which the proceedings are commenced that the proceedings be referred to mediation to be conducted by:
 - (i) a mediator agreed between the parties; or
 - (ii) if the parties cannot agree with 7 days of the order being made, a Registrar of the court; and/or
 - (iii) consent to an order of a court of competent jurisdiction that it will specifically perform and carry out its obligations under clause 22.7.
- 22.9 Nothing in this clause 22 prevents a party from seeking urgent injunctive or interlocutory relief from a court of competent jurisdiction.
- 22.10 Pending resolution of the Dispute in accordance with this clause 22, the parties must continue to perform their obligations under the Agreement, except to the extent of the matter in Dispute.

23. NON-SOLICITATION

- 23.1 During the term of the Agreement and the period of 12 months after termination of this Agreement, each party must not solicit the employment of any employee or officer then employed or engaged by the other party or its Affiliates or attempt to entice any such person to leave their employment or engagement with the other party or its Affiliates.
- 23.2 Each party acknowledges and agrees that its breach of clause 23.1 above shall cause it to be jointly and severally liable with the employee or officer referred to in clause 23.1 to refund or pay to the other party an amount equal to 2 years of such employee or officer's annual salary under such employee or officer's employment agreement.

24. DEFAULT AND TERMINATION

24.1 Termination for default or insolvency

Either party (**Non-Defaulting Party**) may terminate the Agreement immediately by giving the other party (**Defaulting Party**) written notice to that effect if any of the following events occurs:

- (a) the Defaulting Party breaches a material term of the Agreement and fails to remedy that breach within 30 days of written notice to do so from the Non-Defaulting Party, if such breach is capable of remedy;
- (b) the Defaulting Party breaches a material term of the Agreement and such breach is not capable of remedy;
- (c) the Customer fails to pay an overdue amount to CTI within 10 Business Days of receiving a written demand from CTI to pay such amount; or
- (d) the Defaulting Party suffers an Insolvency Event.

24.2 Termination on notice

- (a) In relation to Transportation Services provided under this Agreement, either party may terminate the Agreement by giving the other party at least 7 days' (or such lesser period as the other party may agree to or accept) prior written notice to that effect.
- (b) In relation to Warehousing Services provided under this Agreement or in circumstances where CTI has acquired any vehicle or equipment for the provision of the Services, either

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party may terminate the Agreement by giving the other party at least 90 days' prior written notice to that effect.

- (c) During the period prior to termination under clause 24.2(a), CTI shall continue to provide the Services and the parties must comply with the Agreement.
- 24.3 Effect of termination**
- (a) Termination of the Agreement is without prejudice to any rights or Claims that accrue to a party prior to the date of such termination.
- (b) On Termination of the Agreement the Customer must promptly remove in an orderly manner all Goods from the Storage Facility, subject to CTI's rights under clause 20.

25. GST

- 25.1 A reference in this clause 25 to a term defined or used in the GST Law has the meaning given to that term in the GST Law.
- 25.2 Any amount referred to in the Agreement which is relevant in determining a payment to be made by the Customer to CTI is exclusive of any GST unless stated otherwise.
- 25.3 The Customer must pay to CTI the amount equal to the GST liability on any taxable supply by CTI to Customer under the Agreement, at the same time as the Customer is required to pay the consideration for that taxable supply to CTI under the Agreement.
- 25.4 The GST liability for any taxable supply is the amount equal to the consideration attributable to the taxable supply made by CTI to the Customer multiplied by the rate at which GST is imposed in relation to that taxable supply.

26. MISCELLANEOUS PROVISIONS

- 26.1 **Governing Law:** The Agreement is governed by the Laws of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State. Any dispute or legal proceedings in relation to the Agreement must be held in Perth, Western Australia.
- 26.2 **Variation and modification:** The parties may vary the Agreement by an instrument in writing signed by each of the parties. CTI may unilaterally modify the terms and conditions of the Agreement to reflect or accommodate any change in the Law or interpretation of the Law by giving the Customer notice of the modification to the Agreement or, in the case of a modification to these General Terms, by publishing the modified General Terms on CTI's website.
- 26.3 **Assignment:** A party must obtain the prior written consent of the other party before it transfers, assigns, novates or otherwise disposes of a right or obligation under the Agreement, provided that CTI may novate the Agreement (including assignment of all rights under it) to any of its Affiliates by giving the Customer written notice to that effect.
- 26.4 **Cumulative rights:** CTI's rights under the Agreement are in addition to its rights at Law.
- 26.5 **Severability:** If any provision of the Agreement is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of the Agreement to the minimum extent necessary and to the intent that the remaining provisions of the Agreement remain in full force and effect.
- 26.6 **Entire agreement:** The Agreement constitutes the entire agreement between the parties and supersedes all previous and contemporaneous discussions, undertakings and agreements in relation to the subject matter of the Agreement.
- 26.7 **Implied terms:** All terms, conditions, guarantees and warranties (including as to the condition, suitability, quality, fitness for any purpose, safety of, or title to, goods or services (as applicable)) which would, but for this clause, be implied into the Agreement are excluded to the extent permitted by Law.
- 26.8 **Survival:** The warranties expressly stated in the Agreement survive the termination of the Agreement. Each indemnity expressly stated in the Agreement survives the performance of obligations relating to the Agreement and the termination of the Agreement. To the extent that a party has not satisfied an obligation under the Agreement or that obligation is a continuing obligation, that obligation survives the termination of the Agreement.
- 26.9 **Further assurances:** Each party at its own expense must do everything necessary to give full effect to the Agreement.
- 26.10 **Relationship:** The parties acknowledge and agree that the relationship between them is that of principal and contractor. Nothing

in the Agreement constitutes, or will be deemed to constitute, a relationship of agency or partnership between CTI and the Customer.

- 26.11 **Communications:** Each communication (including each notice, consent, approval, request and demand) given by a party to another party in relation to the Agreement:
- (a) must be in writing and in the English language;
- (b) must be signed by the party making it or by that party's lawyer, attorney, director, secretary or authorised agent;
- (c) must be delivered by hand, sent by prepaid post or sent by email to the recipient party using the contact details of the recipient party specified in the Agreement or as otherwise notified by the recipient party to each other party from time to time; and
- (d) is taken to be received by the recipient party:
- (i) in the case of delivery by hand, upon delivery;
- (ii) in the case of prepaid post sent to a recipient party in the same country as the sending party, on the date of actual receipt or otherwise the 3rd Business Day after the date of posting;
- (iii) in the case of prepaid post sent to a recipient party in another country to the sending party, on the date of actual receipt or otherwise the 7th Business Day after the date of posting; and
- (iv) in the case of email, at the time it is delivered to the recipient party's host server.

26.12 **Receipt:** Notwithstanding clause 26.11(d), if a communication given under clause 26.11 is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

26.13 **Counterparts and execution:** The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same document. The Agreement is binding on the parties on the exchange of counterparts the facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

27. DEFINITIONS

- "Additional Services"** means any work or services that may be performed or provided by CTI in addition to the Services already specified in the Agreement.
- "Affiliate"** in relation to a party, means a corporation or other legal entity that directly or indirectly Controls, is Controlled by, or is under common Control with, that party.
- "Agreement"** has the meaning given to that term in clause 1.3.
- "Business Day"** means a day which is not a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.
- "Claim"** means an action, suit, proceeding or demand of any kind and any actual or alleged entitlement or right of any kind arising out of or in relation to the Agreement or a breach of it, whether arising at common law, in equity or under statute.
- "Commencement Date"** means the date CTI first provides the Services or such other date as specified in the Services Document.
- "Competition and Consumer Protection Laws"** means the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act* of the Commonwealth and each State or Territory of Australia where Services are performed, and any Law made under those statutes.
- "Confidential Information"** means information in whatever form:
- (a) relating to the Agreement, including negotiation of the same;
- (b) relating a party (including its Affiliates) or its business affairs;
- (c) that is disclosed by a party and is marked 'confidential' or is of a confidential, secret or proprietary nature, but does not include information to the extent that such information:
- (d) is, on the date it is disclosed, already in the possession of the receiving party, in the public domain, or is generally available to participants in the industry in which a party operates on the date of the Agreement;
- (e) becomes publicly available (except if it is in the public domain by reason of the failure of a party to perform and observe its covenants and obligations under the Agreement);
- (f) is acquired from a third party entitled to disclose it on a non-confidential basis; or

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(g) is independently developed without use of material which otherwise constitutes 'Confidential Information' under this definition, as demonstrated by contemporaneous written evidence.

"Consignee" means the person specified by the Customer in any Services Document to whom Goods are to be delivered.

"Consignor" means the person specified in any Services Document as the person who owns the Goods or, if no such person is specified, the Customer.

"Control", in relation to a body corporate entity, means either:

- (a) holding 50% or more of common voting shares or equivalent rights of the body corporate; or
- (b) the ability to (directly or indirectly) control the determination of the financial and operating policies of the body corporate.

"Corporations Act" means the *Corporations Act 2001* (Cth).

"CTI" means CTI Logistics Limited (ABN 69 008 778 925) and/or any Affiliate of CTI Logistics Limited as the case may be, which performs all or any of the Services.

"CTI's Premises" means any premises or Storage Facility under CTI's management and control.

"Customer" means the person who orders or receives Services from CTI, including any Personnel acting on behalf of a Customer.

"Customer's Instructions" means the instructions of Customer with respect to Goods expressly stated in a Services Document.

"Customer's Premises" means any premises, facility or worksite of Customer or third-party other than CTI's Premises.

"Dangerous Goods" means any Goods which are dangerous or hazardous goods within the meaning of a Dangerous Goods Law.

"Dangerous Goods Law" means the *Dangerous Goods Act 2004* (WA), the *Dangerous Goods Safety Regulations 2007* (WA) and any other analogous or applicable Law in any State or Territory of Australia where Services are performed with respect to the transportation, handling or storage of hazardous or dangerous goods.

"Delivery" means the delivery and unloading of Goods in accordance with clause 4.3 or clause 4.4(a)(i).

"Economic Loss" means any loss of profit, loss of revenue, loss of product, loss of expected savings, loss of income, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity), and damage to reputation from or related in any way to the Agreement or its subject matter, whether actual, direct, indirect, anticipated or otherwise.

"Fees" means the fee payable by the Customer to CTI for the supply of Services, exclusive of GST.

"Force Majeure Event" means an event beyond a party's reasonable control which, by exercise of reasonable diligence and precautions, could not have been prevented or reasonably foreseen by that party, including any:

- (a) act of God, unusually severe weather (including a cyclone/hurricane), earthquake, fire, subsidence, land slide, flood, mud slide, wash-out, explosion, radioactive contamination or natural disaster;
- (b) epidemic or pandemic as characterised by the Australian Government Department of Health or any other public health and safety emergency as characterised by any Governmental Authority;
- (c) terrorism, insurrection, revolution or civil disorder, act of public enemies, malicious damage, sabotage, vandalism, war (whether declared or undeclared) or a military operation, blockade or riot;
- (d) any failure, delay or suspension by any third-party supplier of the supply in whole or in part of fuel, electricity, equipment, machinery or materials to the affected party provided that the affected party has acted in a timely manner in endeavouring to secure the same (which does not require the affected party, to secure the same if the alternative supply is only available to the affected party at a materially increased or additional cost to it);
- (e) adverse application of any Law or enforcement actions of any court or Governmental Authority;
- (f) industrial dispute of any kind, strike, lock-out, ban, limitation or other industrial disturbances; or
- (g) any production shutdown or interruption which is validly required or directed by any Governmental Authority.

"GHS Code" means a code for the Globally Harmonized System of Classification and Labelling of Chemicals.

"Goods" means the Customer's goods which are the subject of the Services provided by CTI, including containers and packaging.

"Governmental Authority" means any federal, state, territory or local government, or any ministry, department, court, commission, statutory body, board, agency, instrumentality, political subdivision or similar entity.

"GST" means goods and services tax levied under the GST Law.

"GST Law" has the meaning given to that term in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth).

"Heavy Vehicle National Law" means the *Heavy Vehicle National Law Act 2012* (Qld), all Law made under that statute and the Law of each State and Territory adopting that statute.

"Interest Rate" is the rate 1.5 percentage points above the then current base lending rate of Australia and New Zealand Banking Group.

"Insolvency Event", in relation to a person (**Relevant Person**), means any of the following events occurring:

- (a) a receiver, receiver and manager, controller (as that term is defined in the Corporations Act), administrator, trustee in bankruptcy, liquidator, provisional liquidator, or similar officer is appointed to the Relevant Person's or any of the Relevant Person's assets, or an application to court for such appointment is made and not permanently stayed, withdrawn or dismissed within 30 days;
- (b) the Relevant Person enters into, or resolves to enter into, a deed of company arrangement, scheme of arrangement, compromise or composition with any class of creditors, other than for a solvent corporate restructure;
- (c) a resolution is passed or an application to a court is taken or an order is made for the winding up, dissolution, official management or administration of the Relevant Person;
- (d) the Relevant Person ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention not to pay its creditors;
- (e) the Relevant Person is (or states that it is) insolvent (or is deemed to be insolvent), commits an act of bankruptcy or is declared bankrupt under applicable bankruptcy or insolvency Law; or
- (f) anything having a substantially similar effect to any of the events specified in this definition above happens under the Law of any applicable jurisdiction.

"Law" means common law, principles of equity, civil law, and statutory law (including regulations, by-laws, ordinances, codes and any other instruments under them).

"Liability" means a liability, loss, damage (of any nature, including aggravated and punitive damage), compensation, cost (including all legal costs on a full indemnity basis), charge or expense, whether present or future, actual, contingent or prospective and whether known or unknown, howsoever arising.

"Loss or Damage" the loss of or physical damage to Goods rendering the Goods lost or unfit for use or their intended purpose, including loss due to theft, misappropriation or mixing with other goods which are not the Goods.

"Modern Slavery" has the meaning given to that term in section 4 of the Modern Slavery Act.

"Modern Slavery Act" means the *Modern Slavery Act 2018* (Cth).

"party" means a party to the Agreement, being CTI or the Customer, as the context requires.

"Personnel", in relation to a party, means any of that party's employees, officers, directors, contractors, agents and its representatives involved directly or indirectly in the matters related to the Agreement or in the supply or manufacture of the Goods.

"PPS Act" means the *Personal Property Securities Act 2009* (Cth).

"Privacy Policy" means CTI's policy in relation to the collection, use, storage, security, destruction, de-identification and/or disclosure of personal information (as that term is defined in the *Privacy Act 1988* (Cth)) from time to time.

"Rates" means the rates of CTI for the charging of fees for the provision of Services as provided by CTI to the Customer.

"Security Interest" means:

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- (a) a security interest within the meaning given to that term under the PPS Act; or
- (b) any other security for payment of money, performance of an obligation or protection against default (including a bill of sale, mortgage, charge, lien, pledge, trust, power, title retention arrangement, right of set-off, assignment of income, garnishee order, monetary claim or flawed deposit arrangement).

“**Service Information**” means all information concerning the Goods specified in a Services Document, supplied by Customer to CTI or requested by CTI for the performance of the Services.

“**Services**” means Transportation Services and/or Warehousing Services as specified in a Services Document and any Additional Services provided in accordance with the Customer’s Instructions.

“**Services Document**” means any quotation, proposal, scope of works, credit application, rates card, instruction, electronic message or other document issued by CTI or accepted by CTI from the Customer for the Services.

“**Special Condition**” means a term or condition of the Agreement stated in a Services Document.

“**Storage Facility**” means any facility where Goods are stored.

“**Subcontractor**” means any servant, agent or subcontractor of CTI or the servant, agent or subcontractor of such initial party as appointed by CTI or any other party which is appointed to be in possession or control of the Goods under the Agreement, including any operator of any aircraft, train, railway, tramway, vessel or vehicle.

“**Term**” means the term of the Agreement commencing from the Commencement Date.

“**Transportation Services**” means the carriage of Goods from one place to another on the instructions of the Customer, the loading and unloading of the Goods, the dispatch of transportation vehicles and the processing of a Customer order as it relates to Delivery. “Transportation Services” does not include Warehousing Services.

“**Warehouseman’s Lien Law**” means the *Warehouseman’s Liens Act 1952 (WA)* and any other analogous or applicable Law in any State or Territory of Australia where Services are performed or applicable to the Goods for the provision of a lien.

“**Warehousing Services**” means the storage and handling of the Goods in a secure weather-proof Storage Facility or in secure hard-surfaced external storage areas if so required, including the receipt, unloading, container de-stuffing, unpacking, palletising and put-away of inwards Goods, and the picking and preparation of outwards Goods for dispatch. “Warehousing Services” does not include Transport Services.

“**WHS Laws**” means the *Work Health & Safety Act 2020 (WA)*, the *Work Health & Safety Regulations 2007 (WA)* and any other analogous or applicable Law in any State or Territory of Australia where Services are performed or applicable to the Goods.

28. INTERPRETATION

- 28.1 This clause 28 applies to the interpretation of the Agreement.
- 28.2 If a word or phrase is defined, then its other grammatical forms have a corresponding meaning.
- 28.3 The singular includes the plural and vice versa.
- 28.4 A reference to:
 - (a) a gender includes any gender;
 - (b) a living thing includes a reference to an inanimate thing and vice versa;
 - (c) a clause, schedule or annexure is a reference to a clause, schedule or annexure to the Agreement;
 - (d) a document includes a variation or replacement of that document;
 - (e) a statute includes its subordinate legislation and a modification, replacement or re-enactment of either;
 - (f) the Agreement includes a schedule or annexure to the Agreement;
 - (g) person includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture, an unincorporated body or other entity, whether or not it is a separate legal entity; and
 - (ii) the person’s personal representatives, successors and assigns;
 - (h) a thing, including a right, is a reference to either the whole thing or a part of the thing;

- (i) Australia is to the Commonwealth of Australia, including any State or Territory of the same;
 - (j) currency is to Australian currency unless specified otherwise;
 - (k) time is to Australian Western Standard Time, being the time in Perth, Western Australia, unless specified otherwise;
 - (l) a day is a reference to the period which starts at midnight and ends 24 hours later;
 - (m) a right includes a benefit, remedy, discretion or power, and vice versa; and
 - (n) an obligation includes a duty, and vice versa.
- 28.5 The words “include”, “includes”, “including” and similar words are not words of limitation and do not restrict the interpretation of a word or phrase in the Agreement.
 - 28.6 Part performance of an obligation does not constitute performance of an obligation.
 - 28.7 A term, condition or warranty in the Agreement in favour of, or on the part of, two or more people benefits or binds them jointly and severally.
 - 28.8 If the date on which a thing must be done is not a Business Day, then that thing must be done on the next Business Day.
 - 28.9 If a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event.
 - 28.10 A clause is not to be construed against a party on the ground that the party is responsible for the preparation of the Agreement or that clause.
 - 28.11 The phrase “in relation to” has the widest possible import and encompasses the phrases “in relation to”, “in connection with”, “in respect of”, “arising out of”, “caused by” and “resulting from”.
 - 28.12 In the event of an inconsistency between the main body of the Agreement and any of the schedules, the main body of the Agreement prevails to the extent of that inconsistency.
 - 28.13 A heading in the Agreement is for convenience only and does not affect the interpretation of the Agreement.
 - 28.14 A Special Condition prevails to the extent of any conflict or inconsistency with another provision of the Agreement.

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