

CEVA Logistics (Australia) Pty. Ltd.

Standard Terms and Conditions of Contract

This contract is between you (“you” or “your”) and CEVA Logistics (Australia) Pty. Ltd. (“CEVA”, “us”, “we” or “our”). This Contract states the terms on which we will supply services to you and is not negotiable.

In this Contract, you are our customer, i.e. the person engaging our services. Usually (but not always) you are the person specified as the sender on the Quotation or Booking Form

1. Definitions

1.1 CEVA Standard Service means the CEVA Standard Service specified in Schedule 1 to these terms.

1.2 CEVA Express means the CEVA Express service specified in Schedule 1 to these terms.

1.3 CEVA Premium Enclosed means the CEVA Premium Service specified in Schedule 1 to these terms, and includes the covered service, which is for interstate depot to depot moves only. Any vehicle booked on our covered service requiring local pick up and/or delivery will be picked up and/or delivered on a local open car carrier.

1.4 “services” means all services supplied to you in any capacity, including but not limited to CEVA Standard Service, CEVA Express, CEVA Premium Enclosed and services provided as forwarding agent, shipping agent, forwarder, storer, carrier, or bailee.

1.5 “vehicles” means:

a) Any vehicles accepted from you or on your behalf, including Cars, Light Commercials, Heavy Commercials, Trailers, Motor Bikes, Boats or Caravans.

b) The standard dimensions of Cars/sedans and Light Commercials / SUV’s are as follows:

i. Car / Sedan – Length = 5m - Width = 1.99m - Height = 1.49m or under

ii. Light Commercial / 4wd / SUV – Length = 5m - Width = 1.99m - Height = 1.5m -> 2m Max

c) Minimum ground clearance for all vehicles on our car transporters is 120mm with the exception of our Race and Prestige Transporter (RAPT Truck).

2. Not a Common Carrier

We are not a common carrier and do not accept any liability as a common carrier. We may refuse to handle, transport or store vehicles for you for any reason whatsoever.

3. Sub-contractors

3.1 We and any subcontractor may subcontract part or all of our obligations on any terms.

3.2 You agree that:

a) our employees, agents and subcontractors and their employees, agents and subcontractors have the benefit of this Contract (in particular paragraphs 6.2, 7.4 and 10) as if they were parties to it; and

b) we hold that benefit on trust for them and can, if requested by them, enforce it on their behalf.

4. If you are a consumer

4.1 If you are a consumer as defined in the Australian Consumer Law, this Contract does not affect any non-excludable rights you may have as a result of the Australian Consumer Law. If your contract with us is a "consumer contract" as defined by the Australian Consumer Law, there will be certain consumer guarantees deemed to apply to this agreement which cannot be excluded.

4.2 In accordance with our rights under that legislation, however, any such guarantees are limited:

(a) in the case of the supply of goods, to one or more of the following:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; or

(b) in the case of services:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

5 Our Charges

5.1 Our charges are payable as soon as we collect the vehicles from you, or from the address nominated by you.

5.2 You must pay the charges relating to the transport of the vehicles unless the sender (where you are not also the sender) or the receiver pays them. If another person is nominated in the Quotation or Booking Form as paying the charges, you promise that person will pay.

5.3 You are obliged to pay within agreed payment terms, i.e.:

- a) Pre-Paid Customers (payment at time of booking); or
- b) Approved account customers - within 7 days from date of invoice.

5.4 In addition to freight we will charge you for:

a) any additional expenses we incur as a result of any incorrect declaration by you of the size, quantity, description or modifications to the standard of the vehicles, e.g. roof racks, bull bars, lowered suspensions etc;

b) storage charges, which can be found via the following link www.cevacarcarrying.com.au/support/table-of-charges , if you are unable to either:

i. pick up the vehicle from our depot within 2 business days of the vehicle arriving for collection; or

ii. take delivery of the vehicle within 2 business days of the agreed delivery date;

c) any unsuccessful pick up or delivery fee in metropolitan areas, which can be found via the following link www.cevacarcarrying.com.au/support/table-of-charges ;

d) any unsuccessful pick up or delivery fee in rural or country region areas, which can be found via the following link www.cevacarcarrying.com.au/support/table-of-charges ;

e) our costs to cover the full value of the original booking charge plus any additional costs if you fail to notify us of any alteration of the vehicle collection address or delivery address at least 3 business days prior to vehicle being in transit;

- f) any cleaning charges or costs incurred by us if required for the purpose of any quarantine inspection;
- g) a cancellation fee in accordance with paragraph 5.5.
- h) interest at the rate under the Penalty Interest Rates Act 1983 (Vic) if any charges are not paid on the due date for payment.

5.5 Cancellation or refund is only possible if you notify us prior to vehicle being in transit and will attract a \$100 (GST inclusive) processing fee.

5.6 We are entitled to retain and be paid all allowances and remuneration paid including those customarily paid by or to forwarding agents, shipping agents, forwarders, storers, carriers or bailees.

5.7 You may pay by an approved credit card in the manner stipulated in your Quotation or Booking Form.

- a) All transactions will be in Australian currency.
- b) Our services are subject to any applicable export restrictions.
- c) We will collect and transmit your credit card information in a secure manner consistent with international best practice.

6. Some of your promises

6.1 Your promises are important because if they are incorrect we may, for example, be fined for unlawfully transporting the vehicles.

6.2 You promise us and the persons referred to in paragraph 3.2 that:

- a) you have removed all personal effects from the vehicle, with the exception of a child restraint seat (but not a booster seat) which is properly fastened or affixed to the interior of the vehicle in accordance with requirements of the law;
- b) any personal effects in the vehicle comply with the terms of this Contract, including the following requirements set out in the Dangerous Goods / Personal Items Declaration (a copy of which can be found at www.cevacarcarrying.com.au/services/personal-items-policy Notwithstanding any other term of this Contract, you bear all risk of loss or damage to personal effects left in the vehicle and/or damage caused to the vehicle by having personal effects in the motor vehicle;

c) if the vehicles are travelling into WA , the vehicles have been thoroughly cleaned prior to dropping the vehicle at a CEVA depot or CEVA collecting the vehicle from your nominated address, and are free from mud, plant material & insects. If, in our view, the condition of any vehicle at the time of collection or receipt by CEVA will result in the vehicle failing the the quarantine inspection, then you (the owner) will be liable for the additional costs of cleaning by CEVA as set out in paragraph 5.4. In addition, any vehicle that fails the WA AQIS inspection may incur a fine from WA AQIS, which will be payable by -you (for further details please see <http://www.agric.wa.gov.au/quarantine>);

d) you alone own the vehicles, or if there are other owners you act as their agent and they agree to handling, transport and storage of the vehicles on the terms of this Contract;

e) you will indemnify us from the time we receive any written notice of claim in connection with this Contract or the handling, transport or storage of the vehicles from any person other than you (including the sender where you are not also the sender);

f) you have completed the Quotation or Booking Form and the Dangerous Goods / Personal Effects Declaration accurately;

g) the vehicles are presented to withstand handling, transport and storage;

h) you have complied with all laws in connection with the vehicles to ensure that they can be lawfully handled, transported and stored;

i) you have not asked us to handle, transport or store the vehicles in any way that could be unlawful;

j) you will not sue any person referred to in paragraph 3.2 for anything arising in connection with this Contract or the handling, transport or storage of the vehicles; and

k) you will indemnify us against any claims in respect of death or injury to any person, loss of or damage to any property, and any fines or penalties incurred by us:

i. as a result of your breach of this Contract; or

ii. as a result of, in connection with, or arising out of personal effects left in the vehicle.

7. Dangerous Goods

7.1 Dangerous goods cannot be accepted for transportation.

7.2 Goods are dangerous if they are classified by either the IATA Dangerous Goods Regulations or the Australian Dangerous Goods Code or if they might injure or damage people, property or the environment. They include goods that are or may become poisonous, corrosive, volatile, explosive, flammable or radioactive but excludes goods that are inherently part of that vehicle e.g. petrol in the tank or LP Gas connected to the vehicle.

7.3 You promise that no dangerous goods have been placed in the vehicles.

7.4 Whether or not you have told us that any goods are dangerous, you agree that if we, or if any of the persons referred to in paragraph 3.2, consider on reasonable grounds that the goods may cause injury or damage, we or any of them can, at your cost do anything appropriate, including disposing of or destroying them. We will not be liable to you for any loss or damage you may incur by reason of our actions under this paragraph. You will always bear all risk of loss or damage arising in connection with a breach of this paragraph by you.

7.5 You will be liable for any loss or damage caused to our property or other parties' property as a result of or in connection with your breach of this paragraph.

8. What we can do

8.1 You give us authority to:

- a) use any method for handling, transporting or storing the vehicles. We will give priority to any instructions given by you, but if such instructions cannot be followed, we will use another method;
- b) deviate from any usual route of transport or place of storage;
- c) claim a general or particular lien over the vehicles, and any documents relating to them, for outstanding payments relating to those vehicles which are to be handled, transported or stored on your behalf;
- d) sell any vehicles held by us for outstanding payments by public auction or private sale without any notice to you;
- e) deduct or set off from any payment due to you any outstanding amount or payment that you have owing to us;
- f) conduct a physical search or inspection of any personal effects in the vehicle. You must comply with all search requirements that may be required by our staff upon dropping off your vehicle;

- g) remove or reposition your personal effects or otherwise direct you to do so in such manner as we reasonably see fit;
- h) refuse to accept your vehicle if we deem the personal effects are dangerous, not packed correctly, are not within weight restrictions or dimensions, or otherwise do not comply with the terms of this Contract; and
- i) at the time of your vehicle being picked up we will conduct a survey on our electronic vehicle survey device (C-PoD) or a paper based survey in case the C-Pod is not working or out of mobile coverage area. You agree that any damage marked up on the C-Pod is a guide only and may not accurately record the exact position of the damage on the vehicle and, in particular, stone chips may not be recorded at the time of pickup.

8.2 Delivery

- a) We will attempt to deliver to the address nominated by you. Delivery is deemed to be effected when we receive a signed receipt or delivery docket.
- b) If that address is unattended, delivery will be deemed to have occurred and we may then at our discretion elect to redeliver at another time, or else we may require you to collect the vehicle from an address notified by us.
- c) If the address of delivery is unattended and we elect to re-deliver vehicles to you, we will charge you for the costs of the re-delivery including any storage costs we may incur in accordance with paragraph 5.4.
- d) Any alteration of vehicle collection address or delivery address requires 3 business days' notice prior to the agreed pick up date. Failure to notify us of any alternations on time will attract additional charges in accordance with paragraph 5.4.
- e) Delivery dates are an estimate only and are calculated in business days (which do not include weekends or public holidays).
- f) For the avoidance of doubt, the primary responsibility for delivery rests with us, and not with any third party credit provider or other third party.

9. Our Warranty

9.1 Subject to the limitations and exclusions set out in paragraph 10, CEVA warrants that it shall deliver the vehicle to the location identified in the Quotation or Booking Form in the same condition that the vehicle was delivered to CEVA. However, you agree that if CEVA is required to retain possession of the vehicle because you have been unable to accept physical delivery, CEVA will not be liable for the condition of

the vehicle if that vehicle has not been collected from CEVA within 30 days of delivery.

9.2 Except where liability has been excluded or limited by this Contract or by statute, we will be liable to you for loss or damage to your vehicle which occurs or arises while your vehicle is in the care, custody or control of CEVA.

10. Our liability for loss or damage to your vehicle

10.1 The services are supplied at your risk. You:

a) bear all risk of loss or damage to the vehicles, unless we have agreed to accept liability for loss or damage to the vehicle in accordance with this paragraph 10, in which case we are liable to pay you only up to the limits determined in accordance with this paragraph 10; and

b) bear all risk of loss or damage arising in connection with the vehicle.

10.2 All vehicles transported by us receive coverage for loss and damage to your vehicle as set out below.

10.3 If you have elected additional coverage for loss and damage to your vehicle as referred to in paragraph 10.6, you must arrange at the time of booking and obtain approval before you give us custody of the vehicle. You are required to declare the approved value of the vehicle in the Quotation or Booking Form.

10.4 Coverage is only for physical loss or damage to the vehicle while the vehicle is in the care, control or custody of CEVA (subject to exclusions and limitations set out in this Contract) and does not include coverage for loss or damage to personal effects left in the vehicle and/or damage caused to the vehicle by having personal effects in the motor vehicle, which is entirely at your risk.

10.5 Unless you select a higher level of liability in the Quotation or Booking Form, in all cases where liability has not been excluded or limited by this Contract or by statute, our liability to you will be limited as follows:

a) if the vehicle is stolen and not recovered within a reasonable time or totally written-off, we will be liable for the lesser of:

- i. the vehicle's value which you declared in Quotation or Booking Form;
- ii. the vehicle's market value at the time of your claim; and
- iii. either:

i. \$60,000 if you have booked CEVA Standard Service or CEVA Express; or

ii. \$100,000 if you have booked CEVA Premium Service.

If the vehicle has been stolen or deemed to be totally written-off and payment is made to you by CEVA, you agree that CEVA shall have the full salvage rights to that vehicle or if that vehicle is later found CEVA shall have full ownership rights over that vehicle.

b) if the vehicle is damaged, we will be liable for the lesser of:

i. the cost of repairs of the vehicle; and

ii. either:

i. \$60,000 if you have booked CEVA Standard Service or CEVA Express; or

ii. \$100,000 if you have booked CEVA Premium Service.

10.6 If you wish to increase the limit of our liability to you for loss or damage to your vehicle pursuant to this Contract, then you may do so by agreeing to pay an additional charge of \$3.00 exclusive of GST for every increase of \$1,000 above the maximum limit of our liability in paragraphs 10.5(a)(iii) and 10.5(b)(ii).

10.7 CEVA's liability in respect of any vehicle excludes the following:

- a) Damage to the vehicle that is not noted and signed for electronically or on your delivery documentation at the time of delivery (in accordance with industry standard, damage will be assessed, and must be visible, from a 1m distance);
- b) Pre-existing damage, hail damage, insect damage, bird or bat droppings, stone chips, loss or damage to personal effects left in the vehicle and/or damage caused to the vehicle by having personal effects in the motor vehicle, loss or damage to the vehicle other than whilst in the care, custody and control of CEVA, mechanical or electrical derangement, or loss or damage caused in connection with a Force Majeure Event; or
- c) any indirect, special or consequential losses including but not limited to loss of profits, loss of business and pecuniary loss howsoever caused or arising.

10.8 Unless and to the extent our warranty in paragraph 9 applies and subject to this paragraph 10, we and the persons referred to in paragraph 3.2 are not liable to you

or any other person for any loss or damage arising from the supply of or failure to supply services, and whether in contract, tort including negligence, breach of duty as bailee, breach of statutory duty, or our wilful act or default

11. Claims for loss or damage to your vehicle

11.1 If you believe we are liable to you for damage caused to a vehicle in the course of delivery, you must:

- a) note, or ensure that the driver of the delivery vehicle notes the damage electronically or on your delivery documentation at the time of delivery;
- b) notify us immediately;
- c) not repair your vehicle unless otherwise authorised by us; and
- d) send your written claim request to us within the timeframes set out in paragraph 11.2. If we do not receive a written claim request from you within that time, we will have no liability to you.

11.2 If we do not receive a written claim request from you within that time, we will have no liability to you.

11.2 You must submit your claim for loss or damage to the vehicle to us in writing, in the case of:

- a) visible damage to the vehicle which was not identified at the time we accepted your vehicle for delivery, prior to taking delivery of the vehicle;
- b) visible damage to the vehicle which was notified in accordance with paragraph 11.1, no later than 2 days after taking delivery of the vehicle;
- c) non delivery of the vehicle; no later than thirty (30) days from the date the vehicle is placed with CEVA; and
- d) any other claim, no later than two days after delivery of the vehicle or the date by which the vehicle should have been delivered, and failing receipt of such notice we shall be forever discharged from any and all liability to any person (including you) in respect of the vehicle and/or the services.

11.3 In the event that you make a claim for damage to your vehicle in accordance with this paragraph 11, we will conduct an investigation and at our discretion we will either:

- a) Undertake required repairs ourselves through our repairers, with all costs borne by us; or
- b) Request you provide 2 independent repair quotes, CEVA reserves all rights for repair authorisation.

11.4 Notwithstanding your claim request, you remain liable to pay our charges under this contract.

11.5 We will have no liability to you, even if you give us a written notice within the time set out in paragraph 11.2, if you do not commence legal proceedings against us within 6 months after the date of delivery.

12. Confidentiality

To the extent that one party receives information from the other party which is inherently confidential in nature, the receiving party agrees not to disclose such information to a third party without the authority of the disclosing party, except to the extent permitted by law or otherwise in circumstances where such information had entered the public domain.

13. Privacy

To the extent that we collect personal information from you pursuant to this Contract, including credit card information, such information will be handled in accordance with our privacy policy. Our privacy policy can be accessed on our website www.cevacarcarrying.com.au and the terms are deemed to be incorporated into this agreement.

To the extent that you collect personal information from us pursuant to this Contract, you undertake to handle and process such information strictly in accordance with the Australian Privacy Principles.

14. Force Majeure Event

14.1 If a party is wholly or partially precluded from complying with its obligations under this Contract by Force Majeure Event affecting that party, then that party's obligation to perform in accordance with this Contract (except where there is an obligation to pay for a service that has been rendered) will be suspended for the duration of the delay arising out of the Force Majeure Event.

14.2 As soon as possible after a Force Majeure Event arises, the party affected by it must, if it has not already done so, notify the other party of the Force Majeure Event and the extent to which the notifying party is unable to perform its obligations under this Contract.

14.3 For the purposes of this Contract a "Force Majeure Event" means anything outside that party's reasonable control, including without limitation, fire, flood,

drought, hail, storm, lightning, act of God, peril of sea or air, explosion, sabotage, accident, embargo, labour dispute or shortage, civil commotion and act of war.

15. Termination

In the event you breach the terms of this Contract, we may terminate this Contract immediately by providing written notice.

16. General

16.1 Assignment. You may only assign your rights under this Contract with our prior consent.

16.2 Governing law. This Contract is governed by the laws in force in the State of Victoria, Australia.

16.3 Entire Agreement. This Contract, including documents incorporated by reference, constitutes the entire agreement between the parties. To the extent of an inconsistency between the component documents of this Contract, the documents will be interpreted in the following order of precedence:

- a) the standard terms and conditions;
- b) our privacy policy;
- c) any other document incorporated by reference.

16.4 Disputes. If you dispute your obligation to make a payment, or if you have any other reason for disputing whether we have met our obligations under this agreement, you should contact us in accordance with paragraph 16.5. We will make a reasonable attempt to mediate any complaint but otherwise we do not commit to following a formal alternative dispute resolution process. Notwithstanding the foregoing, we do not seek to exclude the applicability of any statutory dispute resolution scheme.

16.5 Contact. Your first point of contact with us in relation to any issue arising out of the transaction should be the person so stipulated in the Quotation or Booking Form or alternatively you can contact us as follows:

Customer Care Centre: ccc@cevalogistics.com

Phone 13 2277 (13 CARS)