



terms and conditions

1. Goods and Services Tax

GML rates in any schedule or contract do not include Goods and Services Tax (GST).

2. Insurance

No insurance cover is provided by GML. Insurance of goods warehoused and carried by GML from wharf or factory through to delivery to consignee is the responsibility of the consignor client company. No Claims will be accepted. GML holds appropriate public Liability insurance. A copy is available for scrutiny at any time

3. Trading Terms

Strictly nett 15 days from end of the trading month via EFT payment.

4. Transit Times

See GML Transit Times Schedules. These schedules are the basis of agreed rates in any full supply chain offer from GML.

5. Pallets

Pallets may be included in client agreements with Loscam pallets only! Chep pallet arrangements will be charged separately if no other option is satisfactory agreed.

For the purpose of the transport component of GML services pallets may be transferred onto GML Chep and Loscam accounts with an effective date one calendar month (Distribution Centre / time slotted deliveries) and, an effective date 5 days (Route deliveries within interstate metro areas from any GML state warehouse) after the load out date.

6. Full Load Weight Limits

Palletised product in GML warehouse must be no greater than 1.3 tonne. Greater palletised weights of consignor pallets requiring special beam resources will be charged at extra pallet space storage where applicable.

Weight distribution of full loads must comply with legal axle weight limits. These limitations may sometimes reduce the capacity to less than the theoretical maximum loading weight.

7. Definitions & Conversions

Pallet Space is 1.2m wide x 1.2m deep x 1.3m high with a maximum weight of 550 kg. Weight in excess of 550 kg is charged at an additional pallet space rate on each consignment.

Cubic Conversion factor is $1\text{m}^3 = 333\text{ kg}$.

☑ General Service and Express Service are defined in the GML *lead time and customer order day Schedules*. The GML *lead time and customer order day Schedules* may be reviewed from time-to-time and changes will be notified in writing.

☑ Hourly Rates are charged GML Depot to GML Depot

8 Additional charges

☑ Timeslot deliveries are charged additional \$10 per consignment.

☑ Hand Unloading is charged additional \$15 per consignment plus \$17.50 per pallet.

☑ Returns are charged additional \$22.00 per consignment.

☑ Express Service is charged at General Service rates plus 20%.

☑ Dangerous Goods are charged additional \$15 per consignment.

9 Rates

Rate weight breaks are based on total of each consignment.

Unless otherwise stated herein, the rates and conditions contained in this document shall remain current for 12 months from the date of approval or the period of the contract whichever is the greater. Any rate changes thereafter will be negotiated.

Rates are calculated based on a minimum number of cartons or pallet spaces being dispatched per week. GML reserves the right to renegotiate the rates if the stated number of spaces (per week) falls below the required minimum to underpin the rates agreed.

10 Time allowances

The rates allow for a loading time at the point of pick up of 10 minutes per pallet with a maximum of one hour per pick up. Additional time will be charged at \$40 per hour or part thereof

The rates allow for an unloading time at the point of delivery of 8 minutes per pallet with a maximum of one and half hours per delivery. Additional time will be charged at \$65 per hour in 15 minute blocks

Where kilo rates are charged, for the purposes of calculating time allowances, 1 pallet space = 550 cubic kilos.

11 Diesel Fuel Surcharge

Rates in this proposal will be adjusted by a variable fuel surcharge based on actual fuel costs using a benchmark fuel price of US\$43.60 per barrel and adjusted month on month according to the percentage variation advised.

12 General terms and Conditions

As per GML *Conditions of Carriage and warehousing*. The *Conditions of Carriage and warehousing* may be reviewed from time-to-time and changes will be notified in writing.

DEFINITIONS

In these Conditions of Carriage and warehousing:

'GML' means Gro-market Logistics Pty Limited ABN 71 096 010 178, Gaffpark Pty Ltd ABN 56 323 801 718 and GML (Pick and Pack) Pty Ltd ABN 95 875 310 752; and

'Consignor' means the party entering the contract of warehousing and/or carriage with GML, and shall include the party identified as the Consignor on any consignment note relating to that contract; and

'Consignee' means the party receiving the goods, and shall include the party identified as the Consignee on any consignment note relating to that contract; and

'Goods' means the cargo accepted from the Consignor together with any container, packaging or pallets supplied by or on behalf of the Consignor; and

'Services' means the whole of the operations and services undertaken by GML in connection with the goods including but not limited to the carriage and/or warehousing of the goods; and


'Sub-contractor' means any person or corporation who pursuant to a contract or arrangement with any other person or corporation (whether or not GML) performs or agrees to perform the Services or any part thereof.


NOT A COMMON CARRIER


GML is not a common carrier and accepts no liability as such. GML may refuse the warehousing, carriage or transport of goods for any person or corporation and the warehousing and/or carriage of any class of goods is at the complete and sole discretion of GML.


WARRANTIES BY THE CONSIGNOR

 The Consignor warrants that:

 the Consignor has complied with all applicable laws and regulations to the nature, condition, packaging or carriage of the Goods and that the Goods are packed in a manner, having regard to their nature, adequate to withstand the ordinary risks of warehousing and carriage; and

 the Goods have been accurately described in writing in the space provided on the receiving documents, order, invoice and/or consignment note or otherwise at the time of placement of the receipt or order for warehousing or carriage; and

 any weight of the goods notified by the consignor is accurate and includes the weight of any containers, pallets and packing materials.

 The Consignor indemnifies GML against any expenses, charges or losses reasonably sustained or incurred by GML in complying with the requirements of any law or of any authority, or otherwise incurred as a result of a breach of these warranties.

AUTHORITY AND AGENCY

 The Consignor agrees that any person who places authority to receive goods, an order for the warehousing or carriage of freight by:

 electronic transmission; or

facsimile or mail on stationery purporting to be that of the Consignor; or

telephone, where that consignment or order is stated by that person to be placed on behalf of the Consignor;

shall be deemed to be authorised by the Consignor to do so.

The person delivering Goods to GML for warehousing and carriage is authorised to sign any consignment note on behalf of the Consignor.

The Consignor warrants that in agreeing to the terms hereof the Consignor is or has the authority of the person or persons owning or having any interest in the goods or any part thereof.

The Consignor agrees to indemnify GML against any liability whatsoever (without limiting the foregoing, whether arising as a result of any breach of this contract or negligence or willful act or omission or misconduct on the part of GML or any of its servants or sub-contractors or agents) in respect of the Goods to any person (other than the Consignor) who claims to have, who has or who may hereafter have any interest in the Goods or any part thereof.

Notwithstanding that the Consignor may enter into the contract of carriage as agent for a principal, whether disclosed or not, the Consignor shall remain personally liable under the contract for carriage, such liability to include but not be limited to liability for payment of all charges relating to the warehousing and carriage of the Goods.

METHOD OF CARRIAGE AND DEVIATION

The method or methods of undertaking the Services shall be at the sole discretion of GML and the Consignor hereby authorises GML to adopt any method or methods other than any method that may have been instructed or agreed.

The Consignor authorises any deviation from the usual location if the GML warehouse in the same city or route of carriage.

PICKUP

It shall be the responsibility of the Consignor to provide appropriate facilities and equipment for the loading of the goods and it shall be the responsibility of the Consignor to safely and effectively load the Goods onto the GML vehicle or its sub contractor's vehicle. Any damage caused to the Goods during loading shall be the responsibility of the Consignor and GML shall not be held responsible by the Consignor for such damage.

DELIVERY


GML shall not be bound to deliver the Goods except to the Consignee as nominated by the Consignor to GML.


If GML is unable to deliver the Goods at the point of destination for any reason (including, but not limited to, failure on the part of the Consignee to take delivery within a reasonable time), GML shall be entitled to handle and store the Goods in such manner as it may in its discretion determine, and shall be entitled to make a reasonable charge in respect of such handling and/or storage and subsequent delivery of the Goods.


It shall be the responsibility of the Consignor to ensure that the Consignee provides appropriate facilities and equipment for the unloading of the goods, and it shall be the responsibility of the Consignee to safely and effectively unload the Goods from the GML vehicle or its sub contractors. Any damage caused to the Goods during unloading shall be the responsibility of the Consignee and GML shall not be held responsible by the Consignor or the Consignee for such damage.

DANGEROUS GOODS


 If the Goods are or include dangerous goods:


 the Consignor warrants that the Consignor has complied, and will comply, with the Australian Code for the Transport of Dangerous Goods by Road and Rail and has made the required declaration in relation thereto; and


 the Consignor indemnifies GML against any expenses, charges or losses sustained or incurred by GML as a result of a breach of this warranty and also for any expenses, charges or losses (including, but not limited to, expenses and losses arising from damage to other goods or property and cleanup costs arising from spillage or the like howsoever caused) sustained or incurred by GML in complying with the requirements of any law or regulation or of any authority as a result of the dangerous nature of the Goods whether or not arising from any breach of contract or of this warranty, negligence or any other fault on the part of the Consignor.

 If in the opinion of GML the Goods, either by themselves or in combination with any other goods, are likely for any reason (including, but not limited to, fire, explosion, seepage or any form of contamination) to cause injury to persons or damage to other goods or to property (including, but not limited to, property of GML or of any Sub-contractor) or to the environment, the goods may be retained, destroyed, disposed of, abandoned, removed or rendered harmless by GML or its contractors without compensation to the Consignor and without prejudice to GML's right to any charges hereunder including the cost of such action.

LOSS OR DAMAGE


 The Goods shall at all times be at the risk of the consignor, and GML shall not be liable in tort or contract or otherwise for any loss of or damage to or failure to deliver or delay in delivery or misdelivery of the Goods howsoever caused and irrespective of the circumstances in which such loss, damage, failure to deliver, delay in delivery or misdelivery may have occurred and notwithstanding that the same may have been due to or have arisen as a result of any breach of contract or negligence or willful act or omission or misconduct on the part of GML or any of its servants or agents or any other person.


 This exclusion of liability extends to include not only loss of or damage to the Goods themselves, but loss, damage or injury to any person, property or thing damaged during or in the course of the provision of the Services, and to any indirect or consequential loss arising from such loss, damage or injury or from failure to deliver, delay in delivery or misdelivery.

 All the rights, immunities and limitations of liability in these Conditions of warehousing and Carriage shall continue to have full force and effect notwithstanding any breach of this contract by GML or any other person entitled to the benefit of such provisions.

 The Consignor will be liable for, and will indemnify GML against any liability incurred by it for, any damage caused by or arising out of the nature or condition of the Goods or the manner in which they are packed or any defect in the Goods.

PAYMENTS AND LIENS

 Every special arrangement to the effect that charges shall be paid by any person other than the Consignor shall be deemed to include a stipulation that if such other person does not pay the charges within 30 days of the date on which the Goods are delivered or are available for delivery, the Consignor shall pay the charges.

 The Goods are accepted subject to a general lien for all charges now due or which may hereafter become due to GML by the Consignor. If the lien is not satisfied, GML may at its option and without any notice, in the case of dangerous or perishable Goods forthwith and in any case upon the expiration of one month, sell the Goods or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs or sale without being liable to any person for any loss or damage thereby caused.

MISCELLANEOUS

☑ Freight and other related charges for the provision of the Services shall be deemed fully earned as soon as the goods are accepted by GML from the Consignor.

☑ In addition to standard warehousing and freight charges, GML shall be entitled, where applicable, other charges as set out in the Schedule or Rates which may be provided to the Consignor from time-to-time.

☑ GML's entitled to open any document or any container (of whatever description) in which the Goods are placed or carried to inspect the Goods either to determine their nature or condition or to determine their ownership or destination.

☑ Where GML's' service charge is based in whole or part on weight or measurement of the Goods, GML may at any time weigh or measure the Goods, and may charge a proportional additional amount if any original or stated weight is found to be incorrect.

☑ If the Goods delivered to GML for warehousing or carriage are not as described on any receipt documents, orders, invoices or consignment note or otherwise at the time of placement of the order for carriage, GML may adjust any quoted freight or related charges to reflect the correct description if the goods.

☑ **AMMENDMENTS AND VARIATIONS**

☑ GML is entitled to amend these Conditions of Carriage at any time by notice in writing to the Consignor. Without affecting any other method, such notice may be given by forwarding a copy of the amended conditions to the Consignor by ordinary prepaid post addressed to, or by facsimile transmitted to a number located at, the Consignor's principal place of business, or any address notified by the Consignor to GML as its business address, or by electronic transmission to any address from which the Consignor transmits orders for consignments to GML.

☑ GML shall not otherwise be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of GML by an authorised officer.

☑ **PROVISIONS SEVERABLE**

If any provision or part of any provision of these conditions is unenforceable, illegal or void then it is severed and the rest of these conditions remain in force.

☑ **TRADE PRACTICES ACT APPLICABLE**

Notwithstanding any condition herein limiting or excluding liability, if and to the extent to which the Services consist of or include the transportation or storage of Goods other than for the purposes of business, trade, profession or occupation carried on or engaged in by the Consignor, the contract shall be subject to any implied warranty provided by the Trade Practices Act 1974 if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of such warranty.

☑ **CLAIMS AGAINST GML**

☑ If notwithstanding disclaimers within this document, GML is alleged to be liable for loss of or damage to the Goods or any part thereof, no claim in respect of such loss or damage or delay may be made unless the notice of the claim is lodged in writing addressed to the Company Secretary within seven days after receipt of goods to GML warehouses were effected or would in the ordinary course of business have been effected.

☑ These conditions shall be governed and construed in accordance with the laws of the State or Territory in which the contract of warehouse and carriage is entered into and any proceedings against GML shall be brought in that State or Territory and not elsewhere and the initiating process for such proceedings must be served on GML within twelve months from the date of the entry into the contract of carriage.