

TERMS & CONDITIONS

1. Definitions. In these conditions:

"OPC" means OPC Pty Ltd A.B.N. 93 767 330 615 its officers, servants agents and Subcontractors, "Sub-Contractors" means:

- 1.1 All companies which at any time become subsidiaries of OPC.
 - 1.2 The Commonwealth, a State, a Territory or an authority that operates a railway.
 - 1.3 Any Person OPC arranges to Transport or store the Goods.
 - 1.4 Any person who is a servant, agent, employee or Subcontractor of any of the persons in 1.1, 1.2, 1.3, 1.4. "Persons" include any person, firm corporation or government authority.
- "Transport" mean the whole of the operations and services undertaken by OPC for the goods.
"Goods" mean that the goods accepted from the Sender with any container, packaging or pallets supplied by the Sender.
"Charges" mean OPC's quoted charges for Transport of the Goods (calculated under its rates chart), the charges clause 6.

1.5 G.S.T. means any tax or imposition on the supply of goods and services covered by a new tax system, (Goods and Services Tax) Act 1999 Commonwealth (the G.S.T. Act) as amended from time to time.

2. Contract Basis

2.1 OPC Pty Ltd IS NOT A COMMON CARRIER and does not accept any liability as a common carrier and MAY REFUSE TO TRANSPORT GOODS FOR ANY PERSON OR TO TRANSPORT ANY CLASS OF GOODS AT ITS DISCRETION.

2.2 The Sender has filled in the front and for this contract OPC relies on the details of description, items, weight, and measurement on the front but OPC cannot verify their accuracy

3. Sender's Obligations - The Sender must:

3.1 not Tender for Transport any volatile spirits or explosive Goods or Goods which are or may become dangerous, inflammable or offensive (including radio active materials) or which are or may become liable to damage any person or property without first presenting to OPC a full written description disclosing the nature of these goods and

3.2 make the Goods conform to the Receiver's requirements and pay any expense incurred by OPC if the Sender fails to do: and

3.3 ensure any container, packaging or pallet which is part of the Goods and required to be returned to its owner or the owner's nominee, are so returned within the time required by that owner or nominee.

4. Sender's Warranties and Indemnities. The Sender Warrants:

4.1 It has fully and adequately described the Goods, their nature, weight, and measurements and complied with all applicable laws and regulations (including the Australian Code for the Transportation of Dangerous goods by Road and Rail, Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description (on this contract or separately) labelling transport and packaging of the Goods and given their nature the Goods are packed in a proper way to withstand the ordeal risks of Transport and

4.2 it will indemnify OPC against any expenses, charges or losses sustained or incurred by OPC 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 clean-up costs arising from spillage or the like howsoever caused) sustained or incurred by OPC 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 any other fault on the part of the Sender.

4.3 the person delivering the Goods to OPC for Transport is authorised to sign this contract: and

4.4 It is either the owner or the authorised agent of the owner of the Goods and by entering into this contract it accepts these conditions for itself and the Receiver as well as for any other Person for whom the Sender is acting: and neither it nor any other Person will make an allegation or claim against OPC about the Transport of the Goods AND the sender indemnifies OPC from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the Sender's obligations or conditions.

5. OPC's Rights

5.1 If in OPC's opinion the Goods are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, OPC may at time destroy, dispose of, abandon or render them harmless without compensation to the Sender or Receiver and without prejudice to OPC's right to Charges.

5.2 If the Sender instructs OPC to use a particular method of Transport whether by road, rail, sea, or air, OPC will give priority to that method designated but if OPC cannot conveniently adopt it, OPC may Transport or have the Goods Transported by another method.

5.3 OPC is authorised to deliver the Goods at the address given to OPC by the Sender or any other address directed by the Receiver and OPC will be taken to have delivered the Goods if at either address OPC obtains from any Person a receipt.

5.4 If any contract or identifying document or mark is lost, damaged or destroyed or defaced OPC may open any document, wrapping, package or other container in which the Goods are placed or carried to inspect them either to determine their nature or condition or to determine their ownership or destination.

5.5 OPC may consolidate the Goods with others and as principal or agent may arrange for Transport of these Goods by any SubContractor on any terms.

5.6 The Sender authorises OPC to lease, hire or use any container, pallet or wagon in which or on which the Goods may be placed or packed and subject to the terms of any bill of lading, hire lease agreement, equipment hand-over agreement, interchange receipt or other contract for Transport whether by sea, rail, road, or air.

5.7 OPC, in addition to acting for itself, also acts as agent of the trustee for each of it's servants, agents and Sub-Contractors so its servants, agents and Sub-Contractors are entitled to the full benefit of these conditions including any exclusions or limitations of liability to the same extent as OPC.

6. Charges

6.1 The Sender, Receiver or third party as nominated on the front, must:

6.1.1 Unless otherwise agreed, pay OPC in Australian Dollars its charges within 14 days of the date of OPC's invoice and

6.1.2 pay freight by weight, measurement or value as OPC selects, and uncrated machinery, if less than 2.6 metres high, will be charged for as if 2.6 metres high; and

6.1.3 If the Goods are at any time re-weighed or re-valued or re-measured, pay any additional freight.

6.1.4 pay any Charge for demurrage at the rate charged to OPC directly or indirectly by any railway or shipping authority or by conditions any other Person.

6.1.5 pay OPC's expenses and Charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any harbour, dock, railway, shipping, customs, excise, or warehouse authority or other Person; and

6.1.6 If any of the Goods are Linder Customs control, pay all Customs control, pay all Customs duty, excise duty and costs which OPC becomes liable to pay; and

6.1.7 supply or pay for labour to load or unload the Goods" and

6.1.8 pay OPC for any delay in excess of 30 minutes which occurs in loading or unloading. The delay period commences when OPC reports to load or unload during normal trading hours: and

6.1.9 pay the cost, expenses or loss to OPC or destruction or disposal under 5.1 or of opening or inspecting under 5.4; and

6.1.10 compensate OPC for any cost, expense or loss to OPC's property or any Person caused by the Goods any charges are not paid on the date for payment, pay interest on the unpaid charges at the rate 4% higher than the prevailing rate under the Penalty Interest Rates Act 1983.

6.2 The Sender must pay the Charges if someone other than the Sender is nominated on the front to pay the charges and that Person does not pay the Charges within 14 days of the date for payment or within 14 days of delivery or tendered delivery of the Goods.

6.3 The Sender acknowledges:

6.3.1 OPC's Charges are considered earned as soon as the Goods are picked up and whether they are delivered to the Receiver or not and whether damaged or not; and

6.3.2 OPC will not refund any payment for Charges under any circumstances.

7. Lien.

7.1 OPC has a general lien on the Goods for all Charges due or which become due on any account whether for Transport of the Goods or any other goods or any other service.

7.2 If the Charges are not paid or the Goods are not collected, OPC may without notice and in the case of perishable Goods immediately;

7.2.1 remove all or any of the Goods and store them as OPC thinks fit at the Sender's risk and expense or

7.2.2 open any package and sell all or any of the Goods as OPC thinks fit and apply the proceeds to discharge the lien and cost of sale.

8. Claims.

8.1 The sender or Receiver must give notice in writing to OPC of any claim to be made under this contract within 7 days of the date of the delivery or in the case of non-delivery, within 7 days of the anticipated date of delivery.

8.2 The failure to claim within the time under 9.1 is evidence of satisfactory performance by OPC of its obligations.

9. Damage, Exclusions and Limitations

9.1 Goods are deemed to be in transit despite interruption of the Transport or that OPC may divert from the usual route for Transport.

9.2 If the Sender requests OPC to pack Goods, OPC is not liable for any damage or loss whether in packing or in transit no matter how damage or loss arises, including any negligence.

9.3 Subject to 11, OPC is not liable for, and the Sender releases and indemnifies OPC against any loss or damage to or mis-delivery delay in delivery or return concealed, damaged, deterioration, contamination, evaporation, or non delivery of return of Goods at any time in its possession care, custody or control or any consequential loss even if it arises because of breach of contract or negligence or wilful act or omission of OPC

9.4 Subject to 11, OPC is not liable for and the Sender releases and indemnifies OPC against any loss, claim, demand or liability arising from personal injury, illness or death to any Person or damage to any property caused or contributed to by the Goods. This disclaimer release and indemnity extends to include loss, damage or injury to any Person or property damaged during any part of the Transport or storage and to include any consequential loss from that loss, damage or injury even if it arises because of breach of contract or negligence or wilful act or omission of OPC.

9.5 If OPC is required to handle, install, remove, assemble, erect, load or unload any Goods whether into or onto bulk tanks or vessels, drums, containers or rail wagons or use any crane, gantry or machinery during that process OPC is not liable for and the Sender releases and indemnifies OPC against any claim, demand or liability arising from any death, injury, illness, damage, delay or contamination, or any consequential loss from that death, injury, illness, delay or contamination even if it arises because of breach of contract or failure, breakdown or defect in the machinery whether or not caused or contributed to by any negligence or wilful act or omission of OPC.

9.6 Even if OPC breaches this contract or any of its conditions, all the rights, immunities and limitations of liability in these conditions continue to have their full force and effect in all circumstances.

10. Trade Practices Act.

These conditions are to be read subject to any implied warranty provided by the Trade Practices Act 1974 so far as the Act is applicable to this contract and prevents the exclusion, restriction or modification of that warranty.

11. Law of Contract

These conditions are governed and must be construed under the laws of the State of Victoria and any proceedings against OPC must be brought in that State within 12 months of the date of this contract.

12. Variations.

OPC will not be bound by any agreement which varies these conditions unless it is in writing and signed for OPC by an authorised officer.

13. G.S.T.

To the extent that a supply of services provided by OPC, made under or pursuant to this contract, is a "Taxable Supply" as defined in the G.S.T. Act, OPC will increase its price in respect of that supply by the amount of G.S.T. applicable to the supply.