



TERMS AND CONDITIONS OF TRADE

1. Definitions

1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.

1.2 "Logik Freight International" shall mean Logik Freight International, its successors and assigns or any person acting on behalf of and with the authority of Logik Freight International.

1.3 "Sub-Contractor" shall mean and include:

(a) Railways or airways operated by the Commonwealth or any state or any other country or by any corporation; or

(b) Any other person or entity with whom Logik Freight International may arrange for the carriage or storage of any Goods the subject of the contract; or

(c) Any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in clause 1.2(a) and 1.2(b).

1.4 "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Logik Freight International to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:

(a) if there is more than one Client, is a reference to each Client jointly and severally; and

(b) if the Client is a partnership, it shall bind each partner jointly and severally; and

(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and

(d) includes the Client's executors, administrators, successors and permitted assigns.

1.5 "Consignee" shall mean the person to whom the Goods are to be delivered by way of Logik Freight International's Services.

1.6 "Services" shall mean all services supplied by Logik Freight International to the Client (including, but not limited to, anything done or to be done in relation to the Goods, or the provision of any services ancillary to the Goods such as moving, storing or leaving the Goods at any warehouse, yard, terminal, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods, or fumigating, transshipping, or otherwise handling the Goods, or anything else done in relation thereto), including the offering of any advice or recommendations.

1.7 "Goods" shall mean cargo together with any container, packaging, or pallet(s) to be moved from one place to another by way of Logik Freight International's Services, or for storage by Logik Freight International.

1.8 "Dangerous Goods" means Goods so classified in the Dangerous Goods Code or which are or may become noxious, dangerous, hazardous, inflammable, explosive or damaging (including waste, contaminated or radioactive material, or capable of causing death, injury, or damage to any person or property whatsoever,

and include (for the purpose of this agreement) Goods likely to harbour or encourage vermin or other pests and all such Goods as fall within the definition of hazardous and dangerous Goods in the legislation governing cartage by road or rail in the States and Territories of Australia.

1.9 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details. information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.

1.10 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering or making enquiries from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering or enquiring about Services via the website.

1.11 "Price" shall mean the cost of the Services (plus any GST where applicable) as agreed between Logik Freight International and the Client subject to clause 4 of this contract.

1.12 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

2. Acceptance

2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by, Logik Freight International.

2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.

2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

2.4 These terms and conditions are to be read in conjunction with Logik Freight International's quotation, consignment note, agreement, airway bills, manifests, or any other forms as provided by Logik Freight International to the Client. If there are any inconsistencies between these documents then the terms and conditions contained in this document shall prevail.

2.5 The use of a Client's own form (and/or terms and conditions) shall in no way derogate from these conditions, the whole of which shall, notwithstanding anything contained in any such form (and/or terms and conditions), constitute terms of the agreement so entered into. Any provisions in any such form (and/or terms and conditions) which is contrary to any provisions of these Terms and Conditions shall, to the extent of such inconsistency, be inapplicable.

2.6 None of Logik Freight International's agents or representatives are authorised to make any representations, statements, promise, warranty, conditions or agreements not expressed by the manager of Logik Freight International in writing, nor is Logik Freight International bound by any such unauthorised statements.

2.7 Except under special arrangements previously made in writing, Logik Freight International will not accept or deal with any: (a) Dangerous Goods. Any person delivering such Goods to Logik Freight International, or causing Logik Freight International to handle or deal with any such Goods, shall be liable for all loss or damage caused thereby and shall indemnify Logik Freight International against all penalties claims damages costs and expenses arising in connection therewith, and the Goods may be destroyed or otherwise dealt with at the sole discretion of Logik Freight International (or any other person in whose custody they may be at the relevant time such Goods are accepted) if they become dangerous to other goods or property; (b) bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants, and Logik Freight International will not accept any liability whatsoever for any such Goods.

2.8 These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on Logik Freight International's website. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.

2.9 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

3.1 The Client acknowledges and accepts that Logik Freight International shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by Logik Freight International in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Logik Freight International in respect of the Services.

3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Logik Freight International; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

4. Change in Control

4.1 The Client shall give Logik Freight International not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by Logik Freight International as a result of the Client's failure to comply with this clause.

5. Price and Payment

5.1 At Logik Freight International's sole discretion the Price shall be either: (a) as indicated on invoices provided by Logik Freight International to the Client in respect of Services provided; or (b) the Price as at the date of provision of the Services according to Logik Freight International's current price list; or (c) Logik Freight International's quoted Price (subject to clause

5.2) which shall be binding upon Logik Freight International provided that the Client shall accept in writing Logik Freight International's quotation within thirty (30) days. Logik Freight International shall reserve the

right to withdraw or revise any quotation; and (d) have been calculated by weight, measurement or value, on the basis of particulars furnished by, or on behalf of, the Client. Logik Freight International may, at any time, open any container or any other package or unit in order to re-weigh, or re-value or re-measure or require the Goods to be reweighed, or re-valued or re-measured and charge proportional additional freight accordingly.

5.2 Logik Freight International reserves the right to change the Price: (a) if a variation to Logik Freight International's quotation is requested or required (including as to the nature or quantity of the Goods, nature and location of the collection and/or delivery address, facilities available for packing, loading or unloading, weather conditions or delays beyond the control of Logik Freight International, delivery times or date or otherwise, etc.); (b) to reflect any increases to Logik Freight International in the cost of providing the Services which are beyond the reasonable control of Logik Freight International (including, without limitation, increases in the cost of labour or materials, foreign exchange fluctuations, or increases in taxes or customs duties or insurance premiums or warehousing costs).

5.3 Any variations will be charged for on the basis of Logik Freight International's quotation, and will be detailed in writing, and shown as variations on Logik Freight International's invoice. The Client shall be required to respond to any variation submitted by Logik Freight International within ten (10) working days. Failure to do so will entitle Logik Freight International to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

5.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by Logik Freight International, which may be: (a) before delivery of the Goods; (b) on delivery of the Goods; (c) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices; (d) the date specified on any invoice, consignment note, airway bill, manifest or other form as being the date for payment; or (e) failing any notice to the contrary, the date which is thirty (30) days (or seven (7) days for disbursements) following the date of any invoice given to the Client by Logik Freight International.

5.5 Payment may be made by cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction) or by any other method as agreed to between the Client and Logik Freight International.

5.6 Logik Freight International may in its discretion allocate any payment received from the Client towards any invoice that Logik Freight International determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Logik Freight International may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Logik Freight International, payment will be deemed to be allocated in such manner as preserves the maximum value of Logik Freight International's Purchase Money Security Interest (as defined in the PPSA) in the Goods.

5.7 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Logik Freight International nor to withhold payment of any invoice because part of that invoice is in dispute.

5.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Logik Freight International an amount equal to any GST Logik Freight International must pay for any provision of Services by Logik Freight International under this or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5.9 Receipt by Logik Freight International of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then Logik Freight International's ownership or rights in respect of the Services, and this agreement, shall continue.

6. Payment of Duties

6.1 Subject to clause 5.8, the Client authorizes Logik Freight International, but with no obligation on the part of Logik Freight International, to advance any duties, taxes, imposts, outlays or charges at any port or place in respect of the Goods and the Client shall be liable for the reimbursement of such disbursements and for payment of any fine, expense, loss or damage incurred by Logik Freight International in connection therewith.

7. Client's Responsibility

7.1 The Client expressly warrants to Logik Freight International that:

(a) the Client is either the owner or the authorised agent of the owner of any Goods or property that is the subject matter of this agreement, and by entering into this agreement the Client accepts these terms and conditions for the Consignee as well as for all other persons on whose behalf the Client is acting;

(b) the Goods are fit for carriage and are not Dangerous Goods;

(c) the person handing over the Goods to Logik Freight International is authorised to sign and accept these terms and conditions, the Client's letter of instruction or waybill;

(d) it is the Client's sole responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery;

(e) any packaging, labelling, branding and/or marking by the Client accurately describes the Goods as to content, weight and method of handling or otherwise, complies with applicable Dangerous Goods Code, any other applicable laws and with any relevant Australian or international standards.

7.2 The Client shall indemnify Logik Freight International against any loss (including any fine, levy, charge or other monetary imposition to which Logik Freight International may become liable incidental to the carriage) damage, death or injury, including loss or damage to Logik Freight International's containers and/or equipment arising out of: (a) the Client's unreasonable detention of any vehicle container or other equipment of Logik Freight International; (b) any breach of the Client's warranties under clause 7.1, including the failure to comply with clause 7.1(e).

7.3 Logik Freight International and the Client agree that the Client's obligations to Logik Freight International for the provision the Services shall not cease until: (a) the Client has paid Logik Freight International all amounts owing to Logik Freight International; and (b) the Client has met all other obligations due by the Client to Logik Freight International in respect of all contracts between Logik Freight International and the Client.

8. Provision of the Services

8.1 Any time specified by Logik Freight International for provision of the Services is an estimate only and Logik Freight International will not be liable for any loss or damage incurred by the Client as a result of any delay. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that Logik Freight International is unable to provide the Services as agreed solely due to any action or inaction of the Client then

Logik Freight International shall be entitled to charge a reasonable fee for re-providing the Services at a later time and date.

8.2 The Client authorizes Logik Freight International (in its discretion at any time without notice to the Client) to:

(a) license or sub-contract all or any part of its rights and/or obligations, including using the services of others where necessary to ensure compliance with lawful authority requirements, etc.;

(b) deviate from the usual, customary, intended or advertised route (whether or not the nearest and/or most direct and/or customary) or manner of carriage of Goods that may be deemed reasonable or necessary in the circumstances, including stay at any place whatsoever once or more often in any order backwards or forwards and/or store the Goods at any such place for any period whatsoever;

(c) comply with any order direction or recommendation on loading, unloading, departure, routes, place or call, stoppages, destination, arrival, discharge, delivery or otherwise whatsoever given by any lawful authority.

8.3 The Client acknowledges and agrees:

(a) if the Client instructs Logik Freight International to use a particular method of carriage whether by road, rail, sea or air Logik Freight International will give priority to the method designated but if that method cannot conveniently be adopted by Logik Freight International the Client shall be deemed to authorize Logik Freight International to carry or have the Goods carried by another method or methods;

(b) Logik Freight International contracts with the Client both on its own behalf and on the behalf of Logik Freight International's servants, agents and subcontractors, and the Client undertakes that the Client will not make any claims against such servant, agent or subcontractor which may impose upon any of them any liability whatsoever in connection with the Goods or the provision of the Services, whether or not arising out of negligence or a wilful act or omission by any of them;

(c) in respect of any clause herein which excludes, or in any way limits, the liability of Logik Freight International in respect of the Services, Logik Freight International, in addition to acting for itself, is acting as an agent of, and trustee for, each of its employees and also any other person or company with whom Logik Freight International arranges for the carriage of the Goods (and the employees of such person or company) so that these parties are parties to this agreement in so far as the exclusions or indemnities that are contained herein are concerned and, in so far as may be necessary to give effect to this clause, Logik Freight International will hold the benefit of these terms and conditions for its employees and so any such person or company and their employees;

(d) the Client shall indemnify Logik Freight International against:

(i) the consequences of such claim or allegation thereof;

(ii) all claims or demands whatsoever by whomsoever made in respect of any loss, damage, or injury howsoever caused whether or not by negligence or wilful act or omission of Logik Freight International, its servants, agents or subcontractors.

8.4 Logik Freight International's charges shall be considered earned in the case of Goods for carriage as soon as the Goods are loaded and dispatched from the Client's premises.

9. Freight Forwarding

9.1 Except to the extent that any of the Services shall be actually performed by Logik Freight International, they shall act as a forwarding agent only. Logik Freight International:

(a) shall be entitled, to enter into contracts on behalf of and as agent for the Client and without notice to the Client, for the carriage of the Goods by any route, means and carrier, for the storage, packing, trans-shipment, unloading, loading or handling of Goods by any person at any place and for any length of time, and for such other matters as in the opinion of Logik Freight International may be necessary or desirable to the performance of the Services. The Client hereby appoints Logik Freight International the agent of the Client for the purpose of entering into any contract, upon such terms and conditions, as Logik Freight International may in its absolute discretion think fit. The Client shall be bound by the terms of any consignment note, air waybill or other contractual document which Logik Freight International may receive for the Goods, or for any package, unit or container in which the Goods may be packed, whether by the Client, Logik Freight International, or any other person;

(b) is not a "Common Carrier" and will accept no liability as such. All articles are carried or transported and all storage and other services are performed by Logik Freight International subject only to these conditions and Logik Freight International reserves the right to refuse the carriage or transport of articles for any person, corporation or body, and the carriage or transport of any class of articles at its discretion.

10. Custom Brokerage

10.1 The Client agrees that, by signing acceptance of these Terms and Conditions the Client duly authorizes Logik Freight International to act as their nominated Customs Broker under Section 181 (1) of the Customs Act 1901 (Cth) (as Authorised Agents), to act on the Client's behalf, with Logik Freight International then becoming the Client's duly nominated agent or sub-agent as appointed, in all matters involving the Australian Customs Service.

10.2 The Client acknowledges that Logik Freight International will, for the purposes of customs duty, classify the Goods, compile the Goods for customs purposes and calculate the customs duty payable on the Goods based on the information provided by the Client to Logik Freight International in relation to the Goods, and Logik Freight International shall not be liable for any mistake in classification, or compiling of the Goods or calculation of customs duty resulting from the failure of the part of the Client to provide sufficient information to Logik Freight International concerning the Goods so as to enable Logik Freight International properly to classify and compile the Goods and properly calculate the customs duty on the Goods.

10.3 In the event that an examination of the Goods is required by any statutory authority, or other person authorised by the Client or entitled to examine the Goods, Logik Freight International shall not be responsible for failure to arrange, or delay in arranging such examination unless Logik Freight International shall have been given sufficient written notice by the Client to enable it to arrange such examination.

10.4 Logik Freight International is entitled to be paid, and retain, all brokerages, commissions, allowances and other remuneration's paid to, or retained by, ship forwarding agents (or freight forwarders) and/or insurance brokers.

11. Warehousing

11.1 The Goods may at any time be warehoused otherwise held at any place or at any time be removed from any place at which they may be warehoused or otherwise held to any other place to be warehoused or otherwise held at the sole discretion of Logik Freight International. In every case, whether warehousing is incidental or the primary service provided by Logik Freight International, such Services shall be provided at

the Client's risk and expense as a primary charge(s) or a charge(s) incidental to or in connection with the carriage of the Goods or any other Services hereunder.

12. Client-Packed Containers

12.1 Subject to any written special instructions to the contrary, the Client is solely responsible for the safe and proper packaging of the Goods (including the manner in which the Goods have been packed, the suitability of the Goods for carriage or manner or packaging and/or the condition of the packaging, etc.) and for any loss suffered or incurred by any person (including the Client) through any such failure.

13. Insurance

13.1 No insurance will be effected except upon express instructions as to the risks to be insured against and the value or values to be declared in writing by the Client, and all insurances effected by Logik Freight International subject to the usual exceptions and conditions or the policies of the insurance company or underwriters accepting the risk. Logik Freight International shall not be under any obligation to effect separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and Logik Freight International shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by Logik Freight International or paid to Logik Freight International by the Client.

14. Delivery of the Goods

14.1 Logik Freight International is authorised to deliver the Goods at the address given to Logik Freight International by the Client for that purpose and: (a) the Client (or the nominated carrier of the Client) shall make all arrangements to necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery shall be made to the Client at Logik Freight International's address; (b) it is expressly agreed that Logik Freight International shall be taken to have delivered the Goods in accordance with this contract if at that address Logik Freight International obtains from any person a receipt or a signed delivery docket for the Goods.

14.2 Logik Freight International may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract.

14.3 Perishable Goods, which are not taken up immediately upon arrival, or which are insufficiently addressed or marked or otherwise not identifiable, may be sold or otherwise disposed of without any notice to the Client, and payments or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the Goods shall be paid by the Client.

14.4 Non-perishable Goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee, may be sold (as per clause 16.1) or returned at Logik Freight International's option at any time after expiration of twentyone (21) days from a notice in writing sent to the address which the Client gave to Logik Freight International for delivery of the Goods. A communication from any agent or correspondent of Logik Freight International to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of that fact.

14.5 Instructions to collect payment on delivery of the Goods (COD), in a payment method accepted by Logik Freight International upon the condition that Logik Freight International in the matter of such collection will be liable for the exercise of reasonable diligence and care only.

15. Loss or Damage

15.1 Subject to clause 19, and any statutory provisions imposing liability in respect of the loss of or damage to the Goods, Logik Freight International shall not be under any liability for:

- (a) any loss of, or damage to, Goods, unless such loss or damage occurs whilst the Goods are in the actual custody of Logik Freight International and under its actual control, and/or is due to the wilful neglect or default of Logik Freight International or its own servants;
- (b) any delay in delivery, forwarding or transit or failure to deliver the Goods;
- (c) any loss, damage or delay caused by treatment of the Goods by any government authorities (including, but not limited to, any fumigation or decontamination or other treatment by the Australian Quarantine Inspection Service (AQIS) or other agency);
- (d) any deterioration, contamination, evaporation or any consequential loss or loss of market, howsoever caused;
- (e) any failure to follow instructions given to it by, or on behalf of, the Client, whether or not such failure is wilful;
- (f) any damage or expense arising from, or in any way connected with, marks, numbers, brands, contents or quality of description of the Goods;
- (g) any loss or damage resulting from fire, water, explosion or theft, whether caused by negligence of Logik Freight International's servants or otherwise.

15.2 In the case of carriage by sea or air, no optional declaration of value to increase the carrier's liability under either the Carriage by Civil Aviation (Carrier's Liability) Act 1959 (Cth), the Carriage of Goods by Sea Act 1991 (Cth), the Civil Aviation Act 1990 (Australia), or the Maritime Transport Act 1994 (Australia) will be made except upon express instructions given in writing to the Client. In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers, warehousemen or others, no declaration of value (where optional) will be made for the purposes of extending liability, and Goods will be forwarded or dealt with at Client's risk or other minimum charges unless express instructions in writing to the contrary are given by the Client.

16. Indemnities

16.1 The defences and exclusions of liability in these conditions (including clause 15) apply in any action (whether based on contract, tort, bailment or any other cause of action howsoever arising) against Logik Freight International even if it is resulted from an act or omission of Logik Freight International done wilfully or recklessly with knowledge that damage would or would probably result.

16.2 Nothing whatsoever done or omitted to be done or other conduct by Logik Freight International in breach of these terms and conditions or otherwise howsoever lawfully or unlawfully shall under any circumstances constitute either a breach going to the root of this agreement, or a deviation or departure therefrom or a repudiation thereof such as to have effect of disentitling Logik Freight International from obtaining the benefit of and enforcing all rights, defences, exceptions, immunities and limitations of liability and other protections herein which shall continue to have full force and effect in any event whatsoever.

16.3 Subject to clause 19, but without prejudice to any other provision hereof, this agreement and any other agreement Logik Freight International makes under its authority and any contract made by any person whom Logik Freight International has delegated such authority, shall be made by the Client or be allowed or

admitted further subject to all terms, conditions and requirements which may be imposed on or with respect to the Goods or the carriage thereof (including storage by any port, harbour, dock, railways, shipping, airways or other lawful authority or person into whose hands it may become necessary to entrust the Goods or to whose control the Goods become subject in transit). All further or additional charges which may become payable on the Goods or their carriage as a result shall be payable in the manner as provided by clause 5.

17. Lien

17.1 Logik Freight International shall have a lien on any Goods owned by the Client and in the possession or control of Logik Freight International (and any documents relating to those Goods) for all sums payable by the Client to Logik Freight International, and Logik Freight International shall have the right to sell such Goods or cargo by public auction or private treaty (subject to clause 14.3) after giving seven (7) days' notice to the Client. Logik Freight International shall be entitled to retain the sums due to it, in addition to the charges incurred in detention (and/or unsuccessful delivery) and sale of such Goods, from the proceeds of sale and shall render any surplus to the entitled person. Any such sale shall not prejudice or affect Logik Freight International's right to recover from the Client any charges due or payable in respect of the carriage or such detention and sale.

18. Claims

18.1 Notwithstanding clauses 13 and 15, in the event that the Client believes that they have any claim against Logik Freight International then they must lodge any notice of claim for consideration and determination by Logik Freight International within seven (7) days of the date of delivery, or for non-delivery within sixty (60) days of the anticipated date of delivery or the removal or destruction of the Goods.

18.2 The failure to notify a claim within the time limits under clause 18.1 is evidence of satisfactory performance by Logik Freight International of its obligations hereunder.

19. The Commonwealth Competition and Consumer Act 2010 and Fair Trading Acts

19.1 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (NonExcluded Guarantees).

19.2 Logik Freight International acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

19.3 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Logik Freight International makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Services. Logik Freight International's liability in respect of these warranties is limited to the fullest extent permitted by law.

19.4 If the Client is a consumer within the meaning of the CCA, Logik Freight International's liability is limited to the extent permitted by section 64A of Schedule 2.

19.5 If Logik Freight International is required to rectify, re-provide, or pay the cost of re-providing the Services under this clause or the CCA, but is unable to do so, then Logik Freight International may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective.

19.6 If the Client is not a consumer within the meaning of the CCA, Logik Freight International's liability for any defective Services is: (a) limited to the value of any express warranty or warranty card provided to the Client by Logik Freight International at Logik Freight International's sole discretion; (b) otherwise negated absolutely.

20. Cancellation

20.1 Without prejudice to any other remedies Logik Freight International may have, if at any time the Client is in breach of any obligation (including those relating to payment) Logik Freight International may suspend or terminate the provision of Services to the Client and any of its other obligations under the terms and conditions. Logik Freight International will not be liable to the Client for any loss or damage the Client suffers because Logik Freight International exercised its rights under this clause.

20.2 Logik Freight International may cancel any contract to which these terms and conditions apply or cancel the provision of the Services at any time before the Services have commenced by giving written notice to the Client. On giving such notice Logik Freight International shall repay to the Client any sums paid in respect of the Price. Logik Freight International shall not be liable for any loss or damage whatever arising from such cancellation.

20.3 In the event that the Client cancels the provision of the Services, then the Client shall be liable for any loss incurred by Logik Freight International (including, but not limited to, any loss of profits) up to the time of cancellation.

21. Default and Consequences of Default

21.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at Logik Freight International's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

21.2 If the Client owes Logik Freight International any money the Client shall indemnify Logik Freight International from and against all costs and disbursements incurred by Logik Freight International in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Logik Freight International's contract default fees, and bank dishonour fees).

21.3 Further to any other rights or remedies Logik Freight International may have under this contract, if a Client has made payment to Logik Freight International, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Logik Freight International under this clause 21 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.

21.4 Without prejudice to Logik Freight International's other remedies at law Logik Freight International shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to Logik Freight International shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to Logik Freight International becomes overdue, or in Logik Freight International's opinion the Client will be unable to meet its payments as they fall due; or

(b) the Client has exceeded any applicable credit limit provided by Logik Freight International;

(c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

22. Personal Property Securities Act 2009 ("PPSA")

22.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

22.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all: (a) Goods that have previously been carried and any Goods that will be carried in the future by Logik Freight International to the Client; and/or (b) collateral (account), being a monetary obligation of the Client to Logik Freight International for Services that have previously been provided, and will be provided in the future by Logik Freight International to the Client.

22.3 The Client undertakes to:

(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Logik Freight International may reasonably require to;

(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

(ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 22.3(a)(i) or 22.3(a)(ii);

(b) indemnify, and upon demand reimburse, Logik Freight International for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;

(c) not register a financing change statement in respect of a security interest without the prior written consent of Logik Freight International;

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Logik Freight International.

22.4 Logik Freight International and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

22.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

22.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

22.7 Unless otherwise agreed to in writing by Logik Freight International, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

22.8 The Client must unconditionally ratify any actions taken by Logik Freight International under clauses 22.3 to 22.5.

22.9 Subject to any express provisions to the contrary (including those contained in this clause 22), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

23. Security and Charge

23.1 In consideration of Logik Freight International agreeing to provide the Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

23.2 The Client indemnifies Logik Freight International from and against all Logik Freight International's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Logik Freight International's rights under this clause.

23.3 The Client irrevocably appoints Logik Freight International and each director of Logik Freight International as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 23 including, but not limited to, signing any document on the Client's behalf.

24. Privacy Policy

24.1 All emails, documents, images or other recorded information held or used by Logik Freight International is Personal Information, as defined and referred to in clause 24.3, and therefore considered Confidential Information. Logik Freight International acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Logik Freight International acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Logik Freight International that may result in serious harm to the Client, Logik Freight International will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.

24.2 Notwithstanding clause 24, privacy limitations will extend to Logik Freight International in respect of Cookies where transactions for purchases/orders transpire directly from Logik Freight International's website. Logik Freight International agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:

(a) IP address, browser, email client type and other similar details;

(b) tracking website usage and traffic; and

(c) reports are available to Logik Freight International when Logik Freight International sends an email to the Client, so Logik Freight International may collect and review that information ("collectively Personal Information") In order to enable / disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Logik Freight International's website.

24.3 The Client agrees for Logik Freight International to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by Logik Freight International.

24.4 The Client agrees that Logik Freight International may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.

24.5 The Client consents to Logik Freight International being given a consumer credit report to collect overdue payment on commercial credit.

24.6 The Client agrees that personal credit information provided may be used and retained by Logik Freight International for the following purposes (and for other agreed purposes or required by):

- (a) the provision of Services; and/or
- (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (d) enabling the collection of amounts outstanding in relation to the Services.

24.7 Logik Freight International may give information about the Client to a CRB for the following purposes:

- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the Client including credit history.

24.8 The information given to the CRB may include:

- (a) Personal Information as outlined in 24.3 above;
- (b) name of the credit provider and that Logik Freight International is a current credit provider to the Client;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and

Logik Freight International has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);

(g) information that, in the opinion of Logik Freight International, the Client has committed a serious credit infringement;

(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

24.9 The Client shall have the right to request (by e-mail) from Logik Freight International:

(a) a copy of the Personal Information about the Client retained by Logik Freight International and the right to request that Logik Freight International correct any incorrect Personal Information; and

(b) that Logik Freight International does not disclose any Personal Information about the Client for the purpose of direct marketing.

24.10 Logik Freight International will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

24.11 The Client can make a privacy complaint by contacting Logik Freight International via e-mail. Logik Freight International will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

25. Service of Notices

25.1 Any written notice given under this Contract shall be deemed to have been given and received:

(a) by handing the notice to the other party, in person;

(b) by leaving it at the address of the other party as stated in this Contract;

(c) by sending it by registered post to the address of the other party as stated in this Contract;

(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;

(e) if sent by email to the other party's last known email address.

25.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

26. Trusts

26.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Logik Freight International may have notice of the Trust, the Client covenants with Logik Freight International as follows:

(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;

(b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the

Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;

(c) the Client will not without consent in writing of Logik Freight International (Logik Freight International will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:

(i) the removal, replacement or retirement of the Client as trustee of the Trust;

(ii) any alteration to or variation of the terms of the Trust;

(iii) any advancement or distribution of capital of the Trust; or

(iv) any resettlement of the trust property.

27. General

27.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

27.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales, the state in which Logik Freight International has its principal place of business, and are subject to the jurisdiction of the courts in New South Wales.

27.3 Subject to clause 19, Logik Freight International shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Logik Freight International of these terms and conditions (alternatively Logik Freight International's liability shall be limited to damages which under no circumstances shall exceed the Price).

27.4 The Client agrees that Logik Freight International may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Logik Freight International to provide Services to the Client.

27.5 Where Logik Freight International is unable, wholly or in part, by reason of any fact, circumstance, matter or thing beyond the reasonable control of Logik Freight International, including but not limited to any act of God, war, terrorism, strike, civil commotion, lock-out, general or partial stoppage, restraint of labour, industrial action, fire, flood, storm, etc. ("Force Majeure") to carry out any obligation under this agreement and Logik Freight International gives the Client prompt notice of such Force Majeure with reasonably full particulars thereof and, insofar as is known, the probable extent to which it will be unable to perform or be delayed in performing that obligation and uses all reasonable diligence to negate or remove that Force Majeure as quickly as possible, that obligation is suspended, so far as it is affected by Force Majeure, during the continuance thereof. The requirement that any Force Majeure shall be negated or removed with all reasonable diligence shall not require the settlement of strikes, lockouts or other labour disputes, or claims or demands by any government on terms contrary to the wishes of Logik Freight International.

27.6 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.