



TRADING TERMS & CONDITIONS

1. DEFINITIONS

In this agreement, unless contrary intention appears, or the context otherwise requires:

Agreement – means these 'Trading Terms & Conditions' and the terms of any contract or agreement incorporating or subject to them;

Address – means an address given by the Customer to Pilbara Highway Hallage to which Goods or Services are to be delivered;

Business Days – means a day that is not a Saturday, Sunday, Public Holiday including any special or bank holidays in the jurisdiction;

Charges – means charges set by Pilbara Highway Hallage and payable by the customer to Pilbara Highway Hallage in consideration of services provided to the customer or which otherwise become payable to Pilbara Highway Hallage in accordance with this agreement, and includes:

- costs caused by delays that are not the fault of Pilbara Highway Hallage.
- taxes, fines, and duties, including customs, excise duties, payable by Pilbara Highway Hallage in respect of the services.
- any GST
- any other costs including third party charges payable in respect of the provision of the services incurred by Pilbara Highway Hallage in the provision of the service.

Claims – includes any claim, demands, legal costs, debts, liabilities, damages, losses, taxes, fees, court actions and proceedings or however it may arise;

Consequential Loss – means any direct or indirect loss, economic loss or damage arising out of or in connection to the performance or breach of this agreement. Including but not limited to any act of neglect, breach of duty, default or any other implied warranty or any legal fault. Also not limited to loss of profits, sales, revenue or savings, loss of time, goodwill or reputation, loss or damage to business brand or reputation, loss of opportunity or contract, costs of claims, insurance premiums, insurance excesses etc;

Container – includes any container, trailer, pallet, fridge, cage, box, or any other article used to carry or package the goods and equipment for transport;

Customer – means the person who has contracted Pilbara Highway Hallage to carry out its service and where circumstances provide may include the owner, consignor and/or consignee of the goods;

Consignor – means the person and its staff, employees and agents who consigns, sends or directs the goods for transportation;

Consignee – means the person and its staff, employees or agents to whom the customer or consignor consigns, send or directs the goods being transported

Damage – means any loss of, damage to, deterioration of, and any other loss or damage arising from the performance or non-performance of the services provided, including and not limited to physical damage to property, equipment, freight, personal injury and death;

Dangerous Goods – means any goods that are dangerous, hazardous, or damaging, including goods that may become of a dangerous, inflammable, radio-active or of a damaging nature. Goods of which the handling, transportation and storage of is illegal, prohibited or otherwise regulated and governed by laws and regulations set down by relevant governing bodies, States, Territories and Commonwealths;

Goods – means any goods (freight) accepted from the customer or its personnel together with any containers, packaging or pallets supplied by or on behalf of the customer which are subject of the services;

GST – means goods and services tax as per the definition set out on the GST Act

GST Act – means A New Tax System (Goods and Services Tax) Act 1999;

Incidental Matters – means anything done or to be done in relation to the goods or the provision of any services ancillary to the good including but not limited to moving, storing or leaving the goods at any warehouse, terminal, yard, wharf or other area, loading or unloading the goods from any vehicle, stowing or packing the goods, inspecting or otherwise handling the goods.

Jurisdiction – means Karratha, Western Australia 6714

Personnel – means any employees, agents, contractors, subcontractors, consultants, and representatives at any level within the business;

Pilbara Highway Hallage – Means ANH & Co Investments Pty Ltd, Trading as Pilbara Highway Hallage (ACN 659 160 424);

PPS Act – means the Personal Property Securities Act 2009

PPSR – means the Personal Property Securities Register established under the PPS Act 2009;

Services – means any service provided by Pilbara Highway Hallage to the customer and its personnel in accordance with this agreement abiding by all the terms which are included but not limited to the collection, receipt, loading, unloading, carriage, transportation, handling, packing, storage, distribution, delivery and payment of goods.

2. INTERPRETATION

In this agreement unless the context otherwise requires:

- the singular includes plural and vice versa;
- the word 'person' includes natural people, firms, corporations, governing bodies, or any other organisation;
- headings in its agreement are for convenience and do not affect the interpretations of this agreement;
- references to a party include the party's executors, administrators, successors and permitted assigns;
- references to any law are references to that law as amended, consolidated, or replaced and include references to regulations and other instruments under it;
- references to time are to the time in the jurisdiction of which the business operates;
- 'including' and similar expressions are not words of limitation;
- references to money and currency are to Australian Dollars only;
- If a payment or other act be made or done on a day that is not a business day, then it must be made or done on the previous business day
- a warranty, representation, covenant, liability, obligation or agreement given or entered into by more than one person binds them jointly;
- a reference to a document includes the document as modified or replaced from time to time;
- the words 'in writing' include any communication sent via email, paper trail, text, or any other kind of physical non-verbal, written communication;
- the terms of these trading terms and conditions prevail to the extent of any inconsistency between the terms and conditions forming this agreement.

3. ACCEPTANCE OF TERMS

The terms and conditions of this agreement, along with any other terms which are mandatorily applicable by law and unable to be excluded, exclusively govern the provision by Pilbara Highway Hallage of any services to or at the request of the customer.

The customer warrants that it is either the owner or authorised agent of the owner of the goods and the authorised agent of the consignor and consignee of the goods, if different from the customer and is authorised to enter into this agreement for itself and jointly and severally for and on behalf of each of the owner, consignor, and consignee of the goods.

In addition to any other provision of this agreement, the terms and conditions of this agreement apply to and bind the owner, consignor and consignee of the goods, if not the owner, as if they were original parties to this agreement and subject to any and all obligations or liabilities of the customer throughout. The consignment of goods by the consignor and the receipt of goods by the consignee will be deemed to be acceptance of the terms and conditions of this agreement by those persons.

Payment by the customer or its authorised agents or personnel of all invoices, costs and expenses associated with the service also determines you have acknowledged and agreed with our terms and conditions.

The request or giving of instructions for the performance of any services by the customer constitutes acknowledgement that the customer on its own behalf or on behalf of the owner, consignor and consignee of the goods, if not the customer, and any other persons on whose behalf the customer is acting, has received, read understood and agrees to be bound by the terms and conditions of this agreement and authorises Pilbara Highway Hallage to provide its services in accordance with this agreement.

4. REQUESTS AND ORDERS FOR SERVICE

No requests or orders for services submitted by or with the authority of the customer is deemed to be accepted by Pilbara Highway Hallage unless a physical written confirmation has been given to the customer by an authorised employee of Pilbara Highway Hallage.

Any order that has been made but not confirmed by Pilbara Highway Hallage may be cancelled at any time by Pilbara Highway Hallage.

Pilbara Highway Hallage reserves the right to accept or reject in whole or in part, in its absolute discretion, any request or order for service. Pilbara Highway Hallage will not be liable for any claim or damages the customer, consignor or consignee may suffer as a result of any acceptance or rejection.

No request or order for service is confirmed, complete or official until payment has been made for that service.

5. NOT A COMMON CARRIER

Pilbara Highway Hallage is not a common carrier and in no way accepts liability as such. Pilbara Highway Hallage reserves the right to refuse to provide services to any person, company or goods and its own discretion.

6. CUSTOMER OBLIGATIONS AND WARRANTIES

The customer warrants that:

- The goods for transport comply with all applicable laws, customs and other regulations of any other authority or governing body;
- The description and particulars of all goods provided by the or on behalf of the customer and its agents are complete and correct.
- The goods and appropriately packed for the mode of transport and are labelled as determined by Pilbara Highway Hallage
- The customer will give any executable instructions to Pilbara Highway Hallage for the management of the goods as part of their service request both generally and when requested
- The goods will not be subject to any deterioration or cause wastage whilst in transport



- That services requested may be for personal, business, trade, profession or commercial use and consumption.

inspection by the customer, the fact that the container is not sealed at the commencement of the carriage except where Pilbara Highway Hallage agreed to seal the container.

7. PACKAGING OF GOODS FOR TRANSPORT

The customer must securely package and fully enclose and stabilise the goods before delivery or collection to Pilbara Highway Hallage in any manner that is sufficient to withstand any conditions that may reasonably be expected during the provisions of the services.

All goods and packing must conform to any requirements set out by Pilbara Highway Hallage and communicated to the customer at the time of your service request noting that the customer is liable for any damages or costs incurred for nonconformance.

If pallet or package weight and/ or dimensions is not included or correctly provided in the consignment of the goods nominated, each pallet and/ or package will be charged at a rate determined by Pilbara Highway Hallage.

Markings and delivery details not related to the current movement of goods must be erased, removed, or sufficiently covered along with all irrelevant stickers, labels and warnings. All packages, Pallets and freight must include a shipping label for its movement that includes the consignors name, address, and mobile number if different to the customer, the consignees name, address and mobile if different to the customer and the description, weight and dimensions of said package.

Pilbara Highway Hallage may carry, store, redirect, handle, remove, inspect, assemble, erect, unpack, load, unload or consolidate the goods at any time required.

The customer is responsible for the return of any packing devices, containers, bins, cages, or pallets to the rightful owner at their own expense.

8. DANGEROUS AND HAZARDOUS GOODS

Unless previously agreed in writing the customer acknowledges that it will not, and will ensure that the consignor does not, tender or arrange for the provision of any services in respect of or cause Pilbara Highway Hallage to deal with or handle any dangerous goods whatsoever unless a full description disclosing the dangerous goods is notified to Pilbara Highway Hallage at the time of placing and order or request for service and is agreed upon prior.

The customer warrants that all information provided by themselves or the consignor in relation to the dangerous goods is complete, correct and compliant.

The customer is liable for all claims and damages caused wholly or partially by a breach of this clause by the customer or consignor themselves.

Pilbara Highway Hallage may return to the customer or destroy, dispose or make harmless goods tendered in breach of this clause or in breach of any law or regulation without liability and at the customers full risk and expense.

Irrespective of whether Pilbara Highway Hallage has been informed that any goods are dangerous in nature or are dangerous goods, if Pilbara Highway Hallage reasonably considers that goods may cause or pose a risk, injury, damage or destruction to any other goods, property or life, or are tendered in breach of this clause, Pilbara Highway Hallage can do anything that it considers necessary to avoid or reduce any such risk including disposing of, rendering harmless, abandoning, returning to the customer or destroying all or part of the goods without any notice to the customer and at the customer liability, risk and cost.

9. SPECIAL INSTRUCTIONS AND REQUESTS

The customer warrants that it will not tender any goods for transit that require temperature control without previously giving written notice of their nature and specific requirements such as temperature monitoring. In the case of a temperature-controlled container, The customer warrants that

- The container/ package has been properly pre-cooled or pre-heated as appropriate;
- The goods have properly been packed or stuffed in the container;
- The container/ package thermostatic controls have been properly set;
- The container is suitable for the provision of the services and will remain suitable for the entire duration of the services in good working order.

Unless agreed in writing Pilbara Highway Hallage shall not be obliged to make any declaration for the purpose of and statute, convention, or contract as to the nature or value of any goods or as to any special interest in delivery or to make any declaration to specific stowage of any goods.

Unless agree in writing or otherwise provided for under the provisions of a signed document by Pilbara Highway Hallage, instructions relating to the delivery or release of goods against payment or against surrender of a particular document shall be in writing.

Unless agreed in writing that the goods shall depart or arrive by a particular date, Pilbara Highway Hallage accepts no liability for departure and arrival dates of any goods.

10. CONTAINERS AND PANTECH BODIES

If a Container or Pantech body has not been packed or stuffed by Pilbara Highway Hallage then Pilbara Highway Hallage shall not accept liability for loss or damage to the contents caused by:

- The manner in which the container or Pantech was packed or stuffed;
- The unsuitability of the contents for carriage in containers, unless Pilbara Highway Hallage approved the suitability
- Breach of any other "Special Instructions and Requests" in clause 9 relating to customer supplied containers;
- The unsuitability or defective condition of the container arose without any negligence or breach of this agreement on the part of Pilbara Highway Hallage or would have been apparent upon reasonable

Where Pilbara Highway Hallage has agreed to provide a container, in the absence of a written request or to the contrary, Pilbara Highway Hallage is not under any obligation to provide a container of any particular type or quality and the customer must satisfy itself that any such container provided is suitable in all respects.

The customer must return any containers provided by Pilbara Highway Hallage or its personnel in a clean and undamaged state within no more than 7 days unless agreed otherwise in writing, failing this agreement the customer is liable for any loss or expense incurred as a result of costs of replacement, repair, cleaning etc.

11. METHOD AND ROUTE

Unless otherwise agreed in writing, Pilbara Highway Hallage shall be entitled to enter into contracts on behalf of itself or the customer and without notice to the customer:

- For the carriage of goods by any route, means or person;
- For the carriage of goods of any description, whether containerised or not, on or under the deck of any vessel;
- For the storage, packing, loading, unloading, handling and transport of goods by any person at any place whether on shore or afloat and for any length of time;
- For the carriage or storage of goods in containers or with other goods of whatever nature;
- For the performance of its own obligations, and to do such acts as Pilbara Highway Hallage reasonably considers necessary or incidental to the performance of Pilbara Highway Hallage's obligations.

Pilbara Highway Hallage shall be entitled, without incurring any additional liability, but be under no obligation to depart from the customers instructions in any respect if Pilbara Highway Hallage considers there is good reason to do in the customers best interests.

Pilbara Highway Hallage may at anytime comply with the orders or recommendations given by any authority or governing body. The responsibility and liability of Pilbara Highway Hallage in respect to the goods shall cease on the delivery or other disposition of the goods in accordance with such orders and directions.

Pilbara Highway Hallage shall be entitled but under no obligation, at any time and from time to time to inspect the goods and for this purpose, to open or remove and containers

If at any time Pilbara Highway Hallage reasonably considers that the carriage of goods should not be undertaken or continued, or only continued after effecting any necessary incidental matters or incurring additional expense or risk, Pilbara Highway Hallage shall be entitled to:

- Abandon the provision of services in respect to the goods or to effect such additional incidental matters and incur such additional expense as reasonably necessary in order to enable the provision of services to be effected and be able to be reimbursed by the customer for all such costs incurred

If Pilbara Highway Hallage considers:

- The performance of Pilbara Highway Hallage's obligations are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage whatsoever and that they cannot be avoided by reasonable endeavours of Pilbara Highway Hallage or such other person,

Pilbara Highway Hallage may treat the performance of its obligations (with notice to the customer) as terminated and may at the customers expense, place the goods or any part of them at the customers disposal at any place which Pilbara Highway Hallage deems safe and convenient at which time Pilbara Highway Hallage responsibility and liability shall cease immediately and absolutely.

12. DELIVERY

The customer must ensure that the owners or consignee of the goods accept delivery of the goods at the conclusion of the service or when requested to do so by Pilbara Highway Hallage.

If the customer, owner or consignee of the goods fails to take delivery of the goods, Pilbara Highway Hallage shall be entitled to store the goods in the open or undercover without liability and at the customers absolute risk and expense.

Where Pilbara Highway Hallage is required to deliver the goods:

- Pilbara Highway Hallage must deliver the goods to the address provided and the delivery will be deemed complete upon leaving the goods at the address regardless of if the customer, owner, or consignee is present.
- In the event the address is unattended, and the goods cannot be left, Pilbara Highway Hallage may store the goods and redeliver them at a suitable time however the customer is responsible for all fees incurred and associated with storing and redelivering of these goods.

13. STORAGE

Where the services include storage of goods by Pilbara Highway Hallage;

- The customer warrants that the goods are suitable for storage and capable of withstanding the weather conditions and duration of storage;
- Within 14 days of Pilbara Highway Hallage's request, the customer must pay any storage charges and remove or take delivery of the stored goods;
- Where the storage charges in respect of the goods are unpaid for 30 days, the customer is required to make payment within 7 days
- If the customer fails to comply with the requirement of removal or storage payment, Pilbara Highway Hallage may deal with the goods in any way it sees fit including; opening and selling the goods by public

auction or private treaty at the customer's risk and expense and then applying the proceeds of any sale to the charges then in arrears.

14. CHARGES

All orders and requests for service have a 50% deposit due immediately prior to your freight departure with the remaining due on delivery and receipt of goods.

All charges are deemed earned in full upon delivery or collection of the goods to or by Pilbara Highway Hallage and must be paid in full by the date stipulated on the customer invoice.

Unless otherwise agreed in writing, or stipulated elsewhere, the customer must pay all charges within 7 days of their invoice being issued. If any additional charges are incurred whilst effecting the service, the customer has 14 days to make payment for these costs after being notified with a formal invoice. Such costs may be tolls, taxes, duties, excise, repacking fees etc.

Unless otherwise agreed in writing, charges are based on the greater of the actual deadweight of the goods where the weight will be rounded up to the nearest whole kilogram and charged accordingly. When charging out freight customers can expect to be charged based on cubic meter, weight volume, trip rates or kilometre rates, these charges will be stipulated in all customer quotes and invoices.

In addition to freight Pilbara Highway Hallage reserves the right to charge the customer for:

- Any additional expenses Pilbara Highway Hallage incurs as a result of inaccurate declarations of weight, dimensions, volume, packaging of goods etc;
- Any redelivery fees incurred for failed deliveries.
- Any pickups or deliveries where there has been a time delay and of more than 20 minutes or more.
- Storage charges or other expenses incurred from holding and storing freight.
- Any additional expenses incurred as a result of inaccurate delivery instructions provided by the customer or its personnel.

15. PAYMENT

Subject to any statutory rights the customer may have, and which are unable to be excluded. All payments made to Pilbara Highway Hallage are non-refundable.

Any payments tendered by the customer to Pilbara Highway Hallage shall be applied in the following order:

- In payment of any interest charged;
- In payment of any storage fees charged;
- In satisfaction of any other amounts payable under this agreement including under any indemnity

If there is any underpayment of any charge by way of mistake on part of Pilbara Highway Hallage or the customer, the difference in these charges agreed pursuant to this agreement is a debt due and is due within 7 days of the request by Pilbara Highway Hallage.

The customer is responsible for all invoice payments for services supplied, unless otherwise agreed in writing, all invoices overdue by 21 days or more incur a 10% interest/ late fee.

16. CLAIMS FOR DAMAGES

Any claim for loss or damage whatsoever must be notified to Pilbara Highway Hallage within 48 hours of receipt/ delivery of goods. Failure to give any such notice is confirmation and evidence that you have accepted satisfactory delivery of any and all goods and performances of service.

Pilbara Highway Hallage shall be discharged from all liability in respect of the goods or otherwise arising under or in connection to this agreement unless suit is brought within 6 months of the delivery or of the date when they should have been delivered.

17. INSURANCE

In the absence of agreement between both parties in writing that Pilbara Highway Hallage will take out insurance cover for the goods, the customer may take their own insurance cover for the goods and must make Pilbara Highway Hallage a co insured to the insurance policy. Pilbara Highway Hallage may at anytime arrange reasonably required insurance for an additional fee, over the goods which the customer agrees to pay.

18. POSSESIARY LIEN

Pilbara Highway Hallage holds a possessory lien over all goods in transit with respect to any charges due from the customer to Pilbara Highway Hallage under this or any other agreement.

Pilbara Highway Hallage may sell the goods by way of public auction or private treaty to cover all arrears and charges incurred and owing at the customer's risk and expense and apply the proceeds to pay any charges due after providing at least 15 days written notice to the customer's last known place of residence or business of its intention to do so.

In the event that all charges and arrears are not covered by the sale of goods then Pilbara Highway Hallage reserves the right to proceed with legal action to recover the remaining amounts.

19. SECURITY

The customer grants to Pilbara Highway Hallage a security interest in:

- All goods and any documents relating thereto; and
- All other present and after acquired property of the customer of any kind; and
- All proceeds relating to the same (collateral)

To secure the payment of charges owing by the customer to Pilbara Highway Hallage.

The customer acknowledges and agrees that this agreement constitutes a security agreement for the purposes of the PPS Act and is in addition to any other collateral lien or lien arising under common law or other relevant laws.

The customer acknowledges that Pilbara Highway Hallage may at the customer's risk and expense register or amend its security interest in the collateral on the PPSR.

To the extent that the law permits, Pilbara Highway Hallage need not comply with and the customer waives its right to receive any notice of any action or intended action under or otherwise required by:

- Any of the provisions referred to in sections 115(1) and (7) of the PPS Act;
- Any provision of the PPS Act (including notice of verification statement);
- Any other law before a secured party exercises a right, power, or remedy;
- Any time period that must otherwise lapse under any law before a secured party exercises a right, power or remedy.

20. FORCE MAJEURE

If either party is prevented or delayed from performing any obligation arising under this agreement (other than the customer making payment for the goods and services) by any reason of any cause beyond its control including but not limited to; trade dispute, fire, breakdown, flood, serious weather, accident, injury, explosion, natural disaster, cyclone, earthquake, road closure, riots, acts of god, acts of war, acts of mother nature, terrorist attacks, pandemic, quarantine restrictions, supply shortages etc. then that party's obligations will be suspended at that time for their performance to be extended for a duration of such event or occurrence upon the affected party providing notice of force majeure and the details of the event that occurred and the details of its expected duration to the other party. If a party is prevented from performing any obligation for more than 14 days, then the other party may terminate this agreement.

21. RISK AND LIABILITY

Subject to any mandatory law not able to be excluded, the goods are at the sole risk of the customer at all times. Unless agreed in writing, Pilbara Highway Hallage will not be liable for any loss or damages, including consequential loss, whether or not any such damage or consequential loss occurs in the course of performance by Pilbara Highway Hallage or when otherwise in the possession of Pilbara Highway Hallage pursuant to this agreement, for any reason whatsoever, including without limitation, negligence, breach of contract, bailment or wilful act or default of Pilbara Highway Hallage.

22. TERMINATION

Either party may terminate this agreement immediately by written notice to the other party if the other party:

- Is in default under the terms and conditions of this agreement and does not rectify any such default if possible, within 14 days' notice requiring it to do so; or
- Goes into liquidation, provisional liquidation, receivership, bankruptcy, has an administrator or controller appointed to its property, fails to comply with a statutory demand, is unable to pay debts or otherwise becomes insolvent.

On termination of the agreement or expiry of, the customer must immediately pay all outstanding amounts and charges owed to Pilbara Highway Hallage whether time for payment has arisen or not.

Termination of the agreement pursuant to this clause doesn't affect any accrued right or obligation until all accounts are settled.

23. NOTICES

A notice under this agreement must be signed on or behalf of the party giving it, addressed to the party to whom it is being given/ served to and:

- Delivered by hand to the party's address;
- Sent by prepaid/ registered mail to the party's address; or
- Sent by email to that party's email address with a read receipt available.

A notice given to a party in accordance with this clause is treated as having been given and received if:

- Delivered to a party's physical or email address, on the day of delivery if a business day, otherwise on the next business day; or
- Sent by prepaid mail/ registered post.

For the purposes of this clause the addresses and email addresses of a party are those set out in this agreement, or another address of which either party has given notice from time to time.

24. GST

Pilbara Highway Hallage is a GST registered business, all charges include GST and is payable by the customer on all invoices. To the extent that a party makes a taxable supply under or in connection to this agreement, the consideration payable by a party under or in connection with this agreement represents the value of the taxable supply for which payment is to be made and on which GST is to be calculated.

If a party makes a taxable supply under or in connection to this agreement for a consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the other values payable.

The right of a party to payment under this clause is subject to a tax invoice being issued and delivered by the supplier of the taxable supply to the recipient.

25. LIMITATION AND IDENMITY



Subject to any other terms in this agreement and to the extent that any provision of this agreement is held to be contrary to any provision of part 2-3 of the Australian Consumer Law, and any other mandatory laws and regulations, Pilbara Highway Hallage will not be liable for any loss or damages, including consequential loss, whether or not such damage or consequential loss occurs in the course of performance by Pilbara Highway Hallage of the services or when otherwise in the possession of, Pilbara Highway Hallage pursuant to this agreement, for any reason whatsoever, unless to the extent caused or contributed to by the breach of this agreement by or negligence of Pilbara Highway Hallage.

To the extent that any liability of Pilbara Highway Hallage is subject to any mandatory law not able to be excluded, including the Australian Consumer Law, then Pilbara Highway Hallage's liability shall in all events be limited to, at Pilbara Highway Hallage's discretion:

- In the cause of any goods supplied by Pilbara Highway Hallage:
- The replacement of the goods or supply of equivalent goods;
- Repair of the goods
- The payment for the cost of replacing the goods or of acquiring new goods;
- The payment of having the goods repaired;

In the case of any services supplied by Pilbara Highway Hallage

- The supplying of services again
- The payment of the cost of having the services supplied again.

The customer agrees to defend, indemnify, and keep indemnified upon demand and release and hold harmless Pilbara Highway Hallage and its personnel in respect of all claims and damage howsoever arising out of or in relation to:

- Any breach of any warranty given by the customer in respect of the goods;
- Pilbara Highway Hallage acting in accordance with any instructions of the customer or its personnel;
- Any breach in terms of this agreement by the customer or its personnel;
- Any negligent act or omission of the customer or its personnel;
- Any duties, taxes, levies, and outlays whatsoever levied by any authority in respect of the goods for all payments, fines, costs, expenses, losses and damages incurred or sustained by Pilbara Highway Hallage in connection therewith;
- Loss, damage, contamination, soiling of any property of Pilbara Highway Hallage or any third-party including containers;
- Cancellation by the customer or its personnel of any request or order for any services;
- Pilbara Highway Hallage exercising any right under the terms of this agreement;
- Any unplanned storage and redelivery of goods;
- Disposal, destruction, abandonment or rendering harmless any goods in accordance with this or any other agreement,

Expect and to the extent cause or contributed to by the breach of this agreement by negligence of Pilbara Highway Hallage

26. GENERAL

The customer is required to comply with all applicable laws, in particular safety laws, heavy vehicle chain of responsibility, laws relating to the carriage of dangerous goods. The customer warrants that it has in place policies and practices to ensure its compliance with all such laws and relevant regulations and that it will not do or require anything to be done that requires, causes or encourages any other person to contravene any such laws and regulations.

Pilbara Highway Hallage may perform all or any part of the services using on or more subcontractors. Pilbara Highway Hallage enters into this agreement as the agent and trustee for all such subcontractors who have the benefit of these terms and conditions, including any limitations or exclusions of liability as if this agreement was entered into the such subcontractors.

This agreement may only be amended in writing between the parties and then signed by all interested parties.

The customer must not assign or deal with any right under this agreement without the prior written consent of Pilbara Highway Hallage and any purported dealing in the breach of this clause is of no effect

This agreement will be binding both parties and their respective personnel, successors, executors.

The customer acknowledges that they have had the opportunity to seek and obtain any desired legal advice in relation to this agreement

Subject to any mandatory law and regulation unable to be excluded, this agreement contains the entire understanding between the parties concerning the subject matter contained herein. Any previous representations, warranties, explanations and commitments implied or expressed affecting the subject matter are superseded by this document and have no effect.

Subject to mandatory laws and regulations unable to be excluded, no warranty, guarantee, condition, or representation is given by Pilbara Highway Hallage in relation to the services or any goods supplied by Pilbara Highway Hallage for the performance of the services and any express implied warranty as to quality, fitness for purpose or otherwise is hereby excluded.

Any terms and conditions of the Customer not expressly contained in this Agreement are not binding and have no effect, including without any limitation any terms contained in any request or order for Services, any purchase order, consignment note or receipt, whether issued before or after the commencement of this Agreement and regardless of Pilbara Highway Hallage having been provided with notice of any such terms or accepted, surrendered or signed any document subject to or on which any such terms are printed.

Each party warrants to the other that, in entering into this Agreement, it has not relied on any matter that is not expressly contained in this Agreement.

The Customer must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by Pilbara Highway Hallage to give effect to this Agreement.

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective to the extent of the prohibition or unenforceability only.

That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision, including in any other jurisdiction.

The obligations in this Agreement (to the maximum extent possible), survive expiry of this Agreement and are enforceable at any time at law or in equity.

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

This agreement is to be construed according to the laws of the jurisdiction. The parties agree to submit any dispute arising out of or in relation to this agreement including as to its formation, terms, performance, non-performance, breach or termination. Nonexclusive jurisdiction of the jurisdictions courts and any courts that may hear appeals from those courts.