



JBM LOGISTICS

JBM LOGISTICS (AUST) PTY LTD

AND

AGREEMENT FOR GENERAL USE

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THIS AGREEMENT dated day of 2020

BETWEEN JBM Logistics (AUST) Pty Ltd ACN 633477906 of B/30-32 Stoddart Road,
Prospect, New South Wales (**JBM**)

AND of (**the Customer**)

RECITALS

- A.** JBM provides Transport and Storage Services.
- B.** The Customer has requested that JBM provide Transport Services to the Customer and JBM has agreed to do so on the terms and conditions set out herein.

OR

- B.** The Customer has requested that JBM provide Transport and Storage Services to the Customer and JBM has agreed to do so on the terms and conditions set out herein.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders, and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Operative provisions

- (a) In relation to the provision of Transport Services, JBM and the Customer hereby agree to be bound by the terms and conditions set out in Annexure A.
- (b) In relation to the provision of Transport and Storage Services, JBM and the Customer agreed to be bound by both the terms and conditions set out in Annexure A so far as they relate to Transport Services and by the terms and conditions set out in Annexure B so far as they relate to Storage Services.
- (c) The rates and charges payable by the Customer to JBM for the provision of Transport Services and the Storage Services are as set out in Annexure C.

3. Confidentiality

The parties must keep the terms of this agreement confidential, save for any necessary disclosure to their respective legal and financial advisers.

4. Entire agreement

This agreement including any annexures represents the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this agreement.

5. Amendment

An amendment or variation to this agreement is not effective unless it is in writing and signed by all the parties PROVIDED THAT any in the event of inconsistency – question the provisions of this agreement shall prevail.

6. Dispute resolution

If a dispute arises between the parties, the complainant must not commence any court or arbitration proceedings, except where that party seeks urgent interlocutory relief, unless it has first complied with this clause:

(a) **Notification**

The complainant must inform the respondent in writing of the following:

- (i) The nature of the dispute;
- (ii) The outcome the complainant desires, and
- (iii) The action the complainant believes will settle the dispute.

(b) **Endeavour to resolve dispute**

On receipt of the complaint by the respondent, both parties will make every effort to resolve the dispute by mutual negotiation within 14 business days.

(c) **Mediation**

Any unresolved dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to mediation under the Mediation Rules of the Resolution Institute.

(d) **Survival of this clause**

This clause survives termination of this agreement.

7. Waiver

Any waiver by any party to a breach of this agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

8. Events beyond control

Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

9. Severance

If anything in this agreement is unenforceable, illegal or void, it is severed and the rest of the agreement remains in force.

10. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

11. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

12. Costs

Each party will pay their own costs in relation to this agreement.

SCHEDULE

Execution page

SIGNED AS AN AGREEMENT

EXECUTED BY JBM LOGISTICS) (AUST) PTY LTD ACN 633477906)	
..... Director Director
Name: ...	Name: ...

SIGNED BY in the presence of:))	
..... Signature of witness Signature
..... Print name of witness	