



JBM LOGISTICS

ANNEXURE B

STORAGE CONDITIONS

1. Definitions. In these conditions:

“**JBM**” means **JBM Logistics (Aust.) Pty Ltd ACN 633477906** and its related bodies corporate within the meaning of that expression in Section 9 of the Corporations Act carrying on business in their own names and under any business names and their officers, servants, agents and **Sub-Contractors**.

“**Sub-Contractor**” means:

1.1 any **Person with whom JBM** arranges **Storage** of the **Goods**; and

1.2 any **Person** who is a servant, agent, employee or sub-contractor of **JBM** or any person in 1.1.

“**Person**” includes any person, firm, corporation, governmental authority or state or federal government.

“**Storage**” means the whole of the storage operations and services undertaken by **JBM** for the **Goods** but does not include collection of the **Goods** or their redelivery when taken out of store.

“**Customer**” means the **Person** with whom **JBM** contracts for **Storage**.

“**Goods**” mean the goods accepted from the **Customer** with any container, packaging or pallets supplied by or for the **Customer**.

“**Charges**” mean **JBM**’s quoted charges for **Storage** calculated under its rates schedule or other agreed rates, the charges in 6 and any tax including a goods and services tax (“GST”) levied directly on a transaction or supply under these conditions.

2. Storage Basis

2.1 **JBM** may refuse to carry out **Storage** of the **Goods** at its discretion.

2.2 Subject to 11, the **Goods** are stored entirely at the risk of the **Customer**, and **JBM** accepts no liability for the **Goods** whatsoever.

2.3 **JBM** relies on the details of description, items, pallet space, quantity, weight, quality, value and measurement supplied by the **Customer** but **JBM** cannot verify and does not admit their accuracy.

2.4 Unless otherwise agreed in writing **JBM** will not exchange any pallets with any **Person** and the **Customer** must not transfer any pallets to any account **JBM** may have with a pallet hirer.

3. Customer’s Obligations — The **Customer** must:

3.1 not tender for **Storage** any volatile or explosive **Goods** or **Goods** which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any person or property without first presenting to **JBM** a full written description disclosing the nature of those **Goods**;

3.2 notify **JBM** of any change in its address;

3.3 unless otherwise agreed, give at least 7 clear days notice to **JBM** of its intention to collect the **Goods** or have them collected or redelivered; and

3.4 if **JBM** gives notice to the **Customer** requiring the **Customer** to remove the

Goods or any part from **Storage**, pay any **Charges** outstanding and then remove the **Goods** or that part within seven days of the date of notice.

4. **Customer's Warranties and Indemnities.** The **Customer** warrants:
 - 4.1 it has fully and adequately described the **Goods**, their nature, weight and measurements and complied with all applicable laws and regulations (including the Australian Code for the Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description, labelling, transport, packaging and storage of the **Goods** and given their nature the **Goods** are packed in a proper way to withstand the ordinary risks of **Storage**;
 - 4.2 the **Person** delivering the **Goods** to **JBM** for **Storage** is authorised so to do and to sign any document relating to such storage;
 - 4.3 it is either the owner or the authorised agent of the owner of the **Goods** and it accepts these conditions for itself and for any other **Person** having an interest in the **Goods**;
 - 4.4 neither it nor any other **Person** will make an allegation or claim against **JBM** or any other person about the **Storage** of the **Goods**
AND the **Customer** indemnifies **JBM** from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the **Customer's** obligations or these conditions.
5. **JBM's Rights.**
 - 5.1 If any **Charges** are unpaid for 7 days **JBM** may at any time require the **Customer** to remove the **Goods**.
 - 5.2 If in **JBM's** opinion the **Goods** are or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, **JBM** may at any time and at the **Customer's** cost destroy, dispose of, abandon or render them harmless without compensation to the **Customer**, and without prejudice to **JBM's** right to any **Charges**.
 - 5.3 If the **Customer** instructs **JBM** to use a particular method of **Storage**, **JBM** will give priority to that method but if **JBM** cannot conveniently adopt it, **JBM** may use any method of **Storage**.
 - 5.4 Unless and until all **Charges** have been paid, a receipt is signed by or on behalf of the **Customer**, and the **Person** applying for redelivery, if not the **Customer**, tenders a proper authority signed by the **Customer**, **JBM** does not have to make the **Goods** available to any **Person**.
 - 5.5 If any identifying document or mark is lost, damaged, destroyed or defaced **JBM** may open any document, wrapping, package or other container in which the **Goods** are placed or carried to inspect them either to determine their nature or condition or to determine their ownership.
 - 5.6 **JBM** may consolidate the **Goods** with others and as principal or agent may arrange for **Storage** of the **Goods** by any **Sub-Contractor** on any terms.
 - 5.7 **JBM** may lease, hire or use any container or pallet in which or on which the **Goods** may be placed or packed and subject to the terms of any bill of lading, hire lease agreement, equipment hand-over agreement, interchange receipt or other contract and to give any receipt for any container or pallet.



6. Charges

6.1 The **Customer** must:

- 6.1.1 unless otherwise agreed, pay **JBM** the **Charges** in Australian dollars within 7 days of the date of **JBM**'s invoice;
- 6.1.2 pay **JBM** any **Charges** or expenses not recouped out of the proceeds of sale of the **Goods** under 8.2;
- 6.1.3 pay **JBM**'s expenses and charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any market, harbour, dock, railway, shipping, customs, excise or warehouse authority or other **Person**;
- 6.1.4 if any of the **Goods** are under Customs control, pay all Customs duty, excise duty and costs (including any fine or penalty) which **JBM** becomes liable to pay or pays;
- 6.1.5 supply or pay for labour or machinery or both to load or unload the **Goods** unless otherwise specified;
- 6.1.6 pay the cost, expense or loss to **JBM** of destruction or disposal under 5.2, or of opening or inspecting under 5.5;
- 6.1.7 compensate **JBM** for any cost, expense or loss to **JBM**'s property or any **Person** caused by the **Goods**;
- 6.1.8 if any **Charges** are not paid on the date for payment, pay interest on the unpaid **Charges** at the rate of 10% per annum and pay any charge or amount owing to **JBM** under any contract with **JBM**; and
- 6.1.9 if the **Goods** are at any time re-quantified, re-weighed or re-measured, pay any proportional additional **Charges**.

6.2 **JBM**'s **Charges** are earned as soon as the **Goods** are delivered to **JBM** and whether redelivered to the **Customer** or not and whether damaged or not.

6.3 **JBM** will not refund any payment for **Charges** under any circumstances.

6.4 **JBM**'s quoted charges represent the exclusive value of the supply for GST purposes.

7. Lien.

7.1 **JBM** has a general lien on the **Goods** and on any other goods of the **Customer** for all **Charges** due or which become due on any account whether for **Storage** of the **Goods** or any other goods or any other **JBM** service.

7.2 If the **Charges** are not paid when due or the **Goods** are not collected when so required or designated, **JBM** may, without notice and, in the case of perishable **Goods** immediately:

- 7.2.1 remove all or any of the **Goods** and store them as **JBM** thinks fit at the **Customer**'s risk and expense, or
- 7.2.2 open and sell all or any of the **Goods** as **JBM** thinks fit and apply the proceeds to discharge the lien and costs of sale without being liable to any **Person** for any loss or damage caused.
- 7.2.3 **JBM** may deduct or set-off from any moneys due from **JBM** to the **Customer** under any contract, debts and moneys due from the **Customer** to **JBM** these conditions or any under any contract.

8. Claims

8.1 If **JBM** is liable for damage to or loss of the **Goods** or any part of the **Goods**, no claim for the loss or damage may be made unless notice of the claim is



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lodged in writing within 7 days of the date of removal of the **Goods**.

8.2 The failure to notify a claim within the time under 8.1 is evidence of satisfactory performance by **JBM** of its obligations.

8.3 Despite any other condition except 11, **JBM** will be discharged from all liability for loss or damage or the **Storage** of the **Goods** unless an action is brought within six months of the date of removal of the **Goods** from **Storage**.

9. Exclusions and Limitations

9.1 Subject to 10, **JBM** excludes from these conditions all conditions, warranties and terms implied by statute, general law or custom.

9.2 Subject to 10, **JBM** excludes all liability to any **Person**, including the **Customer**, for acts or omissions of **JBM** in tort (including negligence), contract, bailment or otherwise for loss of, damage to or deterioration or contamination of the **Goods**, or any delay or other failure arising out of the **Storage** or these conditions.

9.3 Subject to 10, **JBM** excludes all liability for, and the **Customer** releases and indemnifies **JBM** against all loss, damage, cost and expense from any claim by any **Person** in tort (including negligence), contract bailment or otherwise for loss or damage to any property, injury to, or death of any **Person** arising out of any acts or omissions of **JBM** or any or all of the **Goods**, the **Storage**, any delay or other failure to supply the **Storage** or these conditions.

9.4 The exclusions, releases and indemnities in 9.2 and 9.3 extend to loss of profits, business or anticipated savings or any other indirect or consequential damage and to economic loss and even if **JBM** knows they are possible or otherwise foreseeable.

9.5 These conditions apply in all circumstances including those arising from a fundamental breach of contract or breach of a fundamental term.

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

9.7 Even if **JBM** breaches a storage contract or any of its or these conditions, all the rights, immunities and limitations of liability in these conditions continue to have their full force and effect in all circumstances.

10. Trade Practices Act.

These conditions are subject to any applicable implied warranty in the Trade Practices Act 1974 which cannot be excluded, restricted or modified.

11. Law.

These conditions are governed and must be construed under the laws of the State of New South Wales and the parties submit to the exclusive jurisdiction of the courts of that State.

12. Severability.

If a condition or part is unenforceable the unenforceability does not affect any other part of the condition or any other condition.

13. Variations and Waiver.

13.1 **JBM** is not bound by any waiver, discharge or release of a condition or any agreement which varies these conditions unless it is in writing and signed for **JBM** by an authorised officer.



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13.2 If **JBM** waives a breach of a condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.