



SeaRoad Standard Conditions of Contract

These Conditions apply to all Services provided by SeaRoad group companies notwithstanding any other terms provided to SeaRoad, which terms are expressly negated.

The Customer is deemed to accept these Conditions upon the Cargo coming into SeaRoad's possession.

GENERAL CONDITIONS

1. DEFINITIONS

In these Conditions:

Abandoned Cargo means Cargo that remains in SeaRoad's possession for 30 days after being available for Delivery.

Cargo means the cargo specified for shipment in a Transport Document and any part of it and includes the contents of any Containers and anything in or on which they are contained or with which they are stored or handled.

Carriage means the whole of the carriage of the Cargo including moving it, storing it, loading and unloading it, packing or unpacking or removing Cargo from any Container, cooling, refrigerating, transhipping, fumigating, packing or inspecting it and any other handling operation of any description whatsoever.

Charges or freight means the charges claimed by SeaRoad for the Services as set out in the Invoice delivered to the Customer which will be based on SeaRoad's Tariff, unless a specific quote has been given to the Customer, plus all Surcharges and Demurrage. Unless otherwise stated, SeaRoad's Tariff, Surcharges and quotes exclude GST.

Consequential loss includes loss of revenue, loss of profit, loss of goodwill or credit, loss of business reputation, loss of use, loss of interest, damage to credit rating, loss or denial of opportunity, or increased overhead costs.

Conditions mean these Standard Conditions of Contract.

Container means any container, trailer, mobile unit whether under its own power or not, transportable crate, case, vehicle, tray, tank, pallet, flat rack, receptacle, packaging, bolster or any device used to consolidate and carry Cargo.

Contract means the whole of the terms and conditions agreed with SeaRoad for the performance of the Carriage and the Services and the agreement resulting from the acceptance by SeaRoad of the Cargo for transportation or storage and is deemed to include these Conditions, the Transport Document, the applicable Tariff, the Services Agreement, the application for credit by a Customer, information on any Invoice, and any variations agreed to in writing by SeaRoad and the Customer.

Customer or Shipper means the owner of the Cargo, the consignor, the consignee, the person at whose request or on whose behalf SeaRoad provides the Services, and any person representing or claiming through them, and any person responsible for paying for the Services, each jointly and severally.

DG code means the Australian Code for the Transport of Dangerous goods by Road and Rail, and the **IMDG** as applicable to the Carriage of the Cargo.

Dangerous goods means dangerous goods as covered by the DG code and IMDG and any Cargo which are, or which may become, dangerous or any prohibited items or weapons as defined under the Maritime Transport and Offshore Facilities Security Act 2003 and the Maritime Transport and Offshore Facilities Security Regulations 2003.

Delivery means delivery of the Cargo to or on behalf of the Customer or to a person SeaRoad reasonably believes to be the Customer or to its premises or the Cargo being available for collection by the Customer.

Demurrage means charges levied by SeaRoad when the Customer has responsibility for, or possession or control of, SeaRoad Containers within or outside the terminal longer than the agreed free time of 9 calendar days. Charges are also applicable when vehicle / goods are held or delayed at a terminal or warehouse for a period of time longer than allotted.

Futile is an attempt to delivery or collect Goods by SeaRoad at a time and/or location of the Customer's direction when there has been no one available to facilitate the delivery or collection of the total sum of Goods could not be collected. Charges are applicable when a futile occurs or when an amendment to a booking has not been completed as defined.

to be Insolvent means a person is or becomes or may be presumed insolvent in accordance with the Corporations Act and Regulations, or a controller has been appointed to that person or over all or part of the person's property.

International Maritime Dangerous Goods Code (IMDG) means the International Maritime Dangerous Goods Code as applicable to the Carriage of Cargo by sea.

Invoice means a tax invoice.

Laws includes all laws, regulations, DG codes, conventions, Marine Orders and guidelines or directions from AMSA and any other authority.

out of gauge means Cargo that cannot be easily loaded into a twenty-foot Container or do not fit within the standard dimensions of a trailer or pallet.



SeaRoad means *SeaRoad Shipping Pty Ltd* ABN 68 123 782 203 and/or *SeaRoad Logistics Pty Ltd* ABN 51 123 782 196 and/or *SeaRoad Holdings Pty Ltd* ABN 16 123 749 655 as the case may be, depending upon which company is providing Services to the Customer at any relevant time.

Services means the whole of the operations and facilities provided by or on behalf of SeaRoad for the Customer including Carriage of Cargo, storage, equipment and any other systems used by SeaRoad to provide services.

Services Agreement means, where applicable, an agreement between SeaRoad and the Customer, which includes specific provisions relating to the Services.

SOLAS means the International Convention for the Safety of Life at Sea (SOLAS), 1974 as supplemented by the SOLAS Guidelines from time to time.

SOLAS Guidelines means the Guidelines regarding the verified gross mass (**VGM**) of a Container carrying Cargo (MSC1/Cir.1475).

Subcontractor means any person, and its officers, employees and agents, who provides or agrees to provide the Services or any part of the Services.

Surcharges means, without limitation, road levies, port fees, customs duty, excise duty, wharf storage charges, AQIS fees, bond charges, ancillary charges relating to refrigerated Containers, hazardous Cargo and Container detention charges, increased costs attributable to the impact of any greenhouse gas emissions or clean energy laws, carbon cost, carbon pricing mechanism, changes in diesel fuel rebate and additional fuel charges and any other costs incurred by SeaRoad in providing the Services which SeaRoad incurs, pays or may become liable to pay in relation to the Cargo or the Services and which were not included in the quote for the Services, were not included in the Tariff at the time of provision of the Services or have varied since then.

Tariff means SeaRoad's current charges or standard rates at the time of provision of the relevant Services.

Transport Document means any transport document of whatever nature including without limitation, bill of lading, waybill, consignment note, manifest, shipping receipt, warehouse receipt, gate pass, proof of delivery, or other document whether electronic data or in hard copy form for Carriage of Cargo.

Vessel includes any vessel owned, chartered, operated or managed by SeaRoad;

Voyage means the whole of the voyage performed or undertaken or to be performed or undertaken by SeaRoad pursuant to this Contract.

A reference to any document referred to above means that document as it may be amended, supplemented or replaced from time to time.

2. GENERAL

2.1 SeaRoad is not a common carrier and accepts no liability as such. Cargo is carried at the risk of the Customer. SeaRoad reserves the right to refuse to accept Cargo or contract with the Customer in its absolute discretion.

2.2 Where there is an increase in the costs to SeaRoad of supplying the Services between the time of a quote for the Services and the provision of the Services, the Customer will pay that increase as part of the Charges.

2.3 In the event of and to the extent of any inconsistency between these Conditions and the conditions which are incorporated into any Transport Document, these Conditions prevail.

2.4 SeaRoad is not, and will not be deemed to be, a consignor or consignee and accepts no liability as such. The Customer authorises SeaRoad to name the Customer or another person as the consignor and/or consignee in any documentation where applicable. For convenience, SeaRoad may name a SeaRoad entity as consignor or consignee on a consignment note, but that SeaRoad entity will not be responsible for the Cargo or any Charges and the Customer remains liable to SeaRoad for all matters relating to this Contract.

2.5 Provision of the Services is subject to the availability of shipping space, force majeure and other factors, and transit times may vary from quoted times.

2.6 By providing SeaRoad with the Cargo, the Customer accepts these Conditions on behalf of everyone who has a present or future interest in the Carriage of the Cargo irrespective of whether the front of the consignment note has been signed or not.

2.7 Marks, weight, measurement, contents, numbers, value, quality, and conditions of Cargo are not verified by SeaRoad at point of ingress, drop-off, collection, or Delivery.

2.8 The Customer must provide SeaRoad with the verified gross mass of each packed Container to be carried in accordance with SOLAS and/or Marine Order 42 and warrants to SeaRoad that the description of particulars of the Cargo and the VGM are true and correct and comply with the SOLAS Guidelines and that SeaRoad may rely upon that information in complying with SOLAS obligations.

2.9 SeaRoad accepts no responsibility for the accuracy of any part of any description of, or any declaration in relation to, the Cargo on any document to which the Services relate but may amend or include details where they are incorrect or omitted, without liability to SeaRoad.

2.10 The Customer is liable for any extra expense to which SeaRoad may be put and any loss or damage suffered either directly or indirectly by SeaRoad by reason of SeaRoad or its employees or agents relying



upon gross mass incorrectly specified or any other error by reason of any insufficient incorrect or illegal marking, numbering or addressing of Cargo.

3 CUSTOMER'S RESPONSIBILITIES

3.1 The Customer warrants and agrees that:

- a. it is either the owner or the authorised agent of the owner of the Cargo.
- b. the Cargo is fit for shipping, whether by sea, road or rail, in accordance with good shipping practices and is packed to withstand the ordinary risks of the Services having regard to the nature of the Goods.
- c. the Container is in good repair and has been properly secured.
- d. it has accurately and fully described the Cargo and has provided all necessary instructions and information regarding handling, care and control of the Cargo.
- e. it has complied and will comply with the requirements of all Laws relating to the nature, condition, packaging, handling, labelling, storage and Carriage of the Cargo and particularly, Marine Order 42 (Carriage, stowage and securing of cargoes and containers) 2016 issued by Australian Maritime Safety Authority.
- f. it will provide all necessary assistance, information and documentation to enable SeaRoad to comply with any of its obligations under applicable Laws.
- g. it will comply with all DG Codes and will not tender any Dangerous goods or temperature controlled Cargo for the provision of the Services without presenting a full description of the Cargo and disclosing their nature, and where relevant, information relating to the care of such Cargo (without imposing any liability on SeaRoad to take such care) and will pay additional charges relating to such Cargo if requested by SeaRoad.
- h. if Cargo is stored in any refrigerated unit it remains the responsibility of the Customer to ensure that the unit is set at the correct temperature, in good working order and connected to electrical outlets wherever it may be.
- i. it will indemnify SeaRoad, its officers, employees, agents and Subcontractors (all, severally, **Indemnified Persons**) and keep them indemnified against:
 - A. any expenses, losses, damage, or liabilities incurred by them; and
 - B. any claim made against them for harm, death of, or bodily injury to, a person, directly or indirectly caused by the Goods, their Carriage, their use, or the Customer's failure to comply with the Contract.

4 SEAROAD'S RIGHTS

4.1 SeaRoad may provide the Services by any method which SeaRoad in its absolute discretion deems fit notwithstanding any instructions of the Customer that the Services are to be supplied by another method.

SeaRoad may refuse to accept out of gauge Cargo or may charge an additional amount for carrying it.

4.2 If SeaRoad is given any directions or recommendations from any authorities in relation to the Cargo and/or the provision of the Services, or if, in the opinion of SeaRoad, the Cargo is or is liable to become Dangerous goods, SeaRoad may refuse to provide the Services, and may at any time open any Cargo and destroy, dispose of, abandon or render harmless the Cargo at the risk and expense of the Customer and without compensation to the Customer or any other person.

4.3 If, in the opinion of SeaRoad, the Cargo does not meet the requirements of all Laws relating to the Cargo and the Services, or are unsuitable to be handled by SeaRoad using the equipment and operating procedures normally employed by SeaRoad in providing the Services, or the Cargo (if self-propelled) breaks down, SeaRoad may refuse to load the Cargo or take whatever measures it deems necessary, at the risk and expense of the Customer, to cause the Cargo to comply with the requirements of all such Laws or to move or handle or make the Cargo suitable to be moved or handled by SeaRoad, including if, in the opinion of SeaRoad it is necessary to do so, offloading or opening any Cargo or documents or engaging other persons to verify information at the Customer's cost, without incurring any liability to the Customer for any loss occasioned by that.

4.4 SeaRoad will have no liability in doing any of the above notwithstanding any instructions of the Customer.

4.5 If the Customer fails to accept Delivery, SeaRoad may open and store the Cargo as it deems fit without any liability for it at the risk and expense of the Customer.

4.6 SeaRoad may sub-contract the whole or part of the Carriage of Customer's Cargo and these Terms will apply to such subcontract as if any Subcontractor were SeaRoad and these Conditions apply for their benefit. SeaRoad will not be liable for the acts or omissions of any Subcontractor in tort, contract, pursuant to statute or otherwise howsoever.

4.7 All Charges are payable on shipment or at destination before delivery of Cargo, at SeaRoad's option. All freight is to be considered as earned, vessel and/or Cargo lost, destroyed, disposed of, abandoned or rendered harmless.

4.8 SeaRoad may decline to deliver Cargo until all Charges are paid to it and may, at its discretion, deliver



the Cargo to a person who produces a valid Transport Document identifying it as the consignee or who satisfies SeaRoad that it is entitled to take delivery. SeaRoad is not required to make further enquiries as to a party's identity.

5 SEAROAD'S LIABILITIES

5.1 Every exemption, limitation, condition, right, defence and indemnity available to SeaRoad will be available and will extend to protect its officers, employees, agents and Subcontractors and any person who is or may be liable for the acts or omissions of SeaRoad or a Subcontractor and SeaRoad holds the benefit of these Conditions for them.

5.2 SeaRoad accepts no responsibility for the accuracy of any part of any description of, or any declaration in relation to, the Cargo on any document to which the Services relate but may amend or include details where they are incorrect or omitted, without liability to SeaRoad.

5.3 Perishable Cargo and any other Cargo if delivered without marks or with marks obliterated or with marks not corresponding with the description in the Contract shall be accepted by the Customer if of the same general description as mentioned in the Contract in full satisfaction of all or any of the Cargo named in the Contract.

5.4 Except as provided in clause 5.5, SeaRoad is not liable nor will the Customer hold SeaRoad or its officers, employees, agents or Subcontractors liable in tort, contract, pursuant to statute or otherwise howsoever for any damage or costs or losses (including, without limitation, consequential losses, loss of business, lost profits or production, loss of opportunity or anticipated savings, indirect or economic loss in any case whether foreseeable or not) incurred by the Customer or any other person:

- a. arising out of a breach by the Customer of any warranty in the Contract;
- b. to the Cargo, including concealed damage, deterioration, contamination or evaporation of the Cargo;
- c. arising out of delays, misdelivery of, or failure to deliver, the Cargo;
- d. arising out of, or in connection with, the provision of the Services or a failure to provide the Services in whole or in part; or
- e. as a result of any act or omission of SeaRoad or its officers, employees, agents or Subcontractors, or any breach of the Contract,

(all of the above a) to e) inclusive being **incidents**).

5.5 Subject to any liabilities which cannot be excluded, the liability of SeaRoad for any incidents is limited to supplying the Services again or to the

payment of the cost of having the Services supplied again.

5.6 Any claim for loss of or damage to the Cargo or relating to performance of the Services must be notified in writing to SeaRoad within 14 days of the Delivery date. In any event, SeaRoad will be discharged from all liability whatsoever unless proceedings are brought within three months of: the provision of the Services; Delivery; when the Services should have been provided; or when the Cargo should have been delivered, whichever is the earliest.

5.7 All rights, immunities, indemnities and limitations of liability in these Conditions will continue to have full force in all circumstances notwithstanding any breach of these Conditions by SeaRoad or any other person entitled to the benefit of such provisions.

5.8 The Customer acknowledges that it is subject to chain of responsibility laws (**CR laws**) and undertakes to comply with all CR laws and acknowledges its duties, among others, to not coerce, induce or encourage a breach of any road transport laws. A breach of these and any duties owed pursuant to CR laws will constitute a breach of these Conditions.

6 INSURANCE

6.1 The Customer acknowledges that the Carriage of Cargo is inherently risky and SeaRoad would not agree to provide the Services without an assurance that the Customer has adequate insurance. Accordingly, the Customer agrees that it will take out insurance in relation to loss of, or damage to, the Cargo and any failure to perform the Services and waives all rights it may have against SeaRoad in relation to the subject matter of such insurance.

6.2 The Customer will hold the benefit of such insurance for itself and SeaRoad and will indemnify SeaRoad against any liabilities incurred by, or claims made against, SeaRoad arising from any failure by it to take out such insurance.

7 ADVICE & INFORMATION

7.1 In giving any quotation, advice, representation or information (all, **advice**) SeaRoad relies solely on the particulars provided by the Customer in relation to the Cargo and the Services and will not be liable in tort, contract, statute or otherwise howsoever if the advice is incorrect for any reason whatsoever.

8 CARRIAGE AND RETURN OF CONTAINERS

8.1 The Customer is responsible for the return of any Container to the person who owns or has the right to possession of the Container or its agent and the Customer indemnifies SeaRoad against any claims or liabilities which may arise as a result of a failure by the Customer to do so.

8.2 The Customer is responsible for the safe and proper stowage of the Cargo in or on any Container,



including even weight distribution, bracing and securing of Cargo.

8.3 Any Container supplied by SeaRoad must be:

- a. inspected by the Customer prior to stowage to ensure that the Container is undamaged and suitable for Carriage of the Cargo; and
- b. returned to SeaRoad clean and undamaged to the place and by the date nominated by SeaRoad, failing which the Customer will be liable for hiring and storage charges, which will be charged in accordance with the applicable Tariff or Services Agreement, and for all resulting costs and expenses incurred by SeaRoad.

9 BREACH AND TERMINATION

9.1 SeaRoad may suspend its performance of the Services and/or terminate the Contract immediately by written notice to the Customer if the Customer:

- a. fails to pay any Charges on demand;
- b. commits a breach of the Contract and, where capable of remedy, the Customer fails to remedy the breach within three days after written notice of the breach has been given by SeaRoad; or
- c. is or becomes Insolvent.

9.2 The termination of the Contract does not affect any rights of the parties which have accrued before the date of termination.

10 CHARGES & PAYMENT

10.1 The Customers are jointly and severally liable for payment of the Charges plus GST.

10.2 The Charges must be paid in full within 7 days of the date of the Invoice issued by SeaRoad without discount, deduction, counterclaim or set-off, and regardless of any dispute between SeaRoad and the Customer. Interest will be payable on any sum which remains due and unpaid after the date for payment and will be charged at the rate of 12% per annum accruing daily and capitalised monthly.

10.3 If the Customer breaches this clause 10, SeaRoad may, in its absolute discretion, suspend or refuse to provide the Services to the Customer.

10.4 SeaRoad may charge by weight, measurement or value and may at any time re-weigh or re-value, or re-measure or require the Cargo to be re-weighed, re-valued or re-measured and charge proportional additional charges accordingly.

10.5 Every instruction to the effect that Charges will be paid by a person other than the Customer will be deemed to include a stipulation that if that person does not pay those Charges on the date set for payment, or if no date is set for payment within 7 days of Delivery of the Cargo, then the Customer will pay those Charges on demand.

11 LIEN

11.1 SeaRoad has a general lien on the Cargo and any documents relating to the Cargo for all sums payable by the Customer to SeaRoad.

11.2 Where Cargo is not collected on time or Delivery is not effected, SeaRoad may charge for storage and/or may remove the Cargo to a warehouse or bond store at the risk and expense of the Customer without any duty of care as a bailee or otherwise howsoever to look after the Cargo.

11.3 SeaRoad may sell on 28 days' notice sent to the last known address of any one of the Customers, such uncollected Cargo and any Abandoned Cargo by public auction or private treaty and retain the sums due to it, in addition to the Charges and costs incurred in detention and sale of such Cargo, from their proceeds and will pay any surplus to any person who SeaRoad believes is entitled to it without any liability to account for it.

12 FORCE MAJEURE

SeaRoad will be released from its obligations under the Contract to the extent that performance of the Services is delayed, hindered or prevented due to any event or circumstance beyond the reasonable control of SeaRoad and whether foreseeable or not including, without limitation, weather, industrial action, breakdowns and accidents. Notwithstanding any other provision of the Contract, SeaRoad may discharge the Cargo at any convenient port or place and such discharge shall be deemed to be final delivery whereupon SeaRoad's liability under the Contract shall cease absolutely.

SeaRoad will not be obliged to place the Customer's interests before SeaRoad's commercial interests.

13 JURISDICTION

The laws of Victoria govern the Contract and the parties submit to the exclusive jurisdiction of its courts.

14 SEVERANCE

If any part of the Contract is unenforceable, it is to be treated as removed from the Contract and neither that part nor its severance will affect the enforceability of the remaining parts of the Contract.

15 CONFIDENTIALITY

The provisions of the Contract are confidential and SeaRoad and the Customer will not disclose any details of it to any person.

16 CREDIT CHECKS

The Customer authorises and consents to SeaRoad obtaining credit information about it from, and supplying information to, a credit reporting body or collection agency for commercial credit related or credit guarantee purposes or for ongoing credit management



of the Customer's account, including collecting payments.

17 SPECIFIC TERMS RELATING TO SEA CARRIAGE OF CARGO

17.1 SeaRoad may in its absolute discretion abandon, alter or repeat any voyage, route or journey, or store or leave Cargo for any period of time and at any place, either intentionally or unintentionally, and may take any necessary action incidental to the above as SeaRoad considers expedient, without notice to or recourse by the Customer. Anything done in exercising that discretion will not be considered a deviation or breach of the Contract and SeaRoad will incur no liability in doing so.

17.2 SeaRoad is not obliged to notify the Customer of the arrival of the Cargo or of any carrying vehicle or vessel at the place where the Cargo is to be delivered.

17.3 SeaRoad does not and will not be deemed to warrant the seaworthiness of any vessel, either at or after the commencement of the voyage.

17.4 The Cargo may be carried on deck at SeaRoad's absolute discretion and at the risk of the Customer.

17.5 General Average shall be adjusted at any port or place at SeaRoad's absolute discretion and shall be settled according to the York Antwerp Rules 2016. General Average on a vessel not operated by SeaRoad shall be adjusted according to the requirements of the operator of that vessel.

17.6 Any salvage services rendered to the vessel or its cargo by a vessel owned or operated by SeaRoad will be paid as fully and in the same manner as if the salving ship was owned or operated by strangers.

17.7 If the Cargo is or include live animals SeaRoad is not required to accept them as cargo or provide enclosures, food or attendance for the animals. The

animals may be loaded or transported on any vessel either on deck or below, as SeaRoad deems expedient. SeaRoad may make decisions regarding the animals' welfare without notice to the Customer and without incurring any liability in doing so. The Customer is responsible for all costs incurred by SeaRoad in relation to the care, welfare and movement of the animals including any additional cleaning costs, quarantine or other costs incurred by SeaRoad in relation to the transportation of the animals.

18 SPECIFIC TERMS RELATING TO VEHICLES

SeaRoad will not be responsible in tort, contract, pursuant to statute or otherwise howsoever for any, or the consequences of any, loss or damage to personal effects or other items in any vehicle, tarpaulins attached to any vehicle, any vehicle which cannot be moved under its own power or is in an unroadworthy condition, or damage to any vehicle howsoever caused. The Customer will inspect the vehicle upon delivery and will immediately notify SeaRoad of any alleged damage to the vehicle by noting such damage on the consignment note issued by SeaRoad.

19 PRIVACY COLLECTION STATEMENT:

SeaRoad respects individuals' privacy and only collects information that is reasonably necessary for its business. Please refer to our Privacy Policy at www.searoad.net for details about how and why we may use personal information, rights of access to that information, our complaints procedures and contact details for those enquiries.