

The following Terms and Conditions are applicable to the carriage of Goods booked through PACK & SEND's Retail Service Centres in Australia. Contact details and locations of PACK & SEND Retail Service Centres can be found at www.packsend.com.au. Separate Terms and Conditions are applicable to Goods booked through PACK & SEND'S automated Online Self-Service system which can be viewed at www.packsend.com.au.

If there is a conflict between these Terms and Conditions and the Terms and Conditions of any PACK & SEND Retail Service Centre consignment note or other agreement from a Retail Service Centre, then these Terms and Conditions will apply to the extent permitted at law and under the Competition and Consumer Act 2010.

1. DEFINITION

In these conditions:

- a) "PACK & SEND Retail Service Centre", "we", "us" and "our" means the entity trading as "PACK & SEND" that is selling Services from the PACK & SEND Retail Service Centre premises as specified on the face of the consignment note, and includes their employees, contractors, agents and independent contractors;
- b) "you" and "your" means our customer (being the person or party who engages us to provide Services);
- c) "Freight plus Warranty" means an extended service option that, subject to these Terms and Conditions, includes us providing a warranty for physical loss or damage of the Goods whilst in our care, custody or control as set out in condition 8 below;
- d) "Goods" means the items accepted by the PACK & SEND Retail Service Centre for carriage under this contract of carriage;
- e) "Market value" means the price that would be negotiated in an open and unrestricted market between a knowledgeable, willing but not anxious buyer and a knowledgeable, willing but not anxious seller acting at arm's length;
- f) "Services" means all of the operations and services provided or to be provided by us in connection with the carriage of the Goods including without limitation, the carriage, transport and/or incidental storage of the Goods or any operations or service incidental to any of them;
- g) "Sub-Contractor" includes any person who under a contract or arrangement with any person (whether us or not) performs or agrees to perform the Services or any part of the Services;
- h) Words denoting the singular include the plural and vice versa; any gender includes the other gender; and persons include corporations and bodies politic and include their legal personal representatives and assigns.

2. SERVICES & PRICING

- 2.1 Methods of carriage include road, air, rail or sea by way of Services that include (but are not limited to) postal, express courier, specialised freight, general freight and furniture moving services. If you instruct us to use a particular method of carriage we will give priority to the method designated but if that method cannot conveniently be adopted by us you shall be deemed to authorise us to carry or have the goods carried by another method or methods.
- 2.2 If your Goods have not been sighted by us, our price estimate is based on the information you have communicated to us. This information includes weight, dimensions, item value, fragility and destination. If on the receipt of Goods at our Retail Service Centre this information has changed, then the price to be charged to you may also change. This price may be higher or lower than the original price estimate provided to you over the phone or by email. We will obtain your approval before proceeding with any Services that may need to be charged at a rate higher than the original price estimate.
- 2.3 If we have agreed to provide Services 'to the port' you are responsible for collecting the Goods from the assigned agent at the destination port. Prices quoted for 'to the port' deliveries do not include any destination or port charges and you will be responsible for the payment of any destination or port charges incurred and due upon arrival of your Goods at the destination port. Destination and port charges vary from country to country and we have no control over any such deemed charges and we are not responsible for any payment whatsoever of destination and port charges. You also agree that if your Goods are not cleared and collected by you immediately from the arrival port that storage charges may also apply and you will be responsible for the payment of such storage charges.
- 2.4 If it is agreed that we will provide a Drop-Off service you must drop off and lodge your Goods at our Retail Service Centre during Service Centre opening hours and if it is agreed that we will provide a Hold for Collection service you must consign your Goods for delivery to the nearest PACK & SEND Service Centre at its intended destination in order for the recipient to conveniently collect the Goods during service centre opening hours.
- 2.5 Goods accepted by us for carriage are subject to the following conditions:
 - 2.5.1 that the Goods comply with the requirements of any applicable law relating to the nature, condition and packaging of Goods and you accept that any expenses and charges incurred by us in complying with legal requirements will be paid by you;
 - 2.5.2 that if any Goods are subject to the control of the customs or any authorities, all duty, excise duty and costs which we become liable to pay and do pay shall be paid by you (including any storage charges and costs/expenses if items are destroyed);
 - 2.5.3 that the Goods are fully and adequately described in writing in the space provided on the face of this consignment note;
 - 2.5.4 that the person delivering any Goods to our Retail Service Centre for carriage or forwarding is authorised to sign this consignment note for you and that you as our customer agree to indemnify us for any liability we may incur to any other party in any way relating to the provision of the Services;
 - 2.5.5 that you will inform us of any known registered security interests in the Goods and acknowledge that we will have a security interest over any assets which are the subject of the contracted services and in our possession and acknowledge and consent to the registration and protection of that interest pursuant to the Personal Property Securities Act 2009 (Cth) (as amended) and the Regulations made under that Act; and you will

- indemnify us for any loss or damage resulting from a breach of these provisions.
- 2.6 You authorise us (if we should think fit to do so) to arrange with a sub-contractor for the carriage of any Goods the subject of this contract. Any such arrangement shall be deemed to be ratified by you upon delivery of the said Goods to such sub-contractor.
- 2.7 You shall be deemed to authorise any deviation from the usual route or manner of carriage of Goods which may in our absolute discretion be deemed reasonable or necessary in the circumstances.
- 2.8 You authorise us to contract with sea or air carriers under bills of lading or air waybills and in doing so we will at all times act as an agent for you and you will be bound by the terms of any such bill of lading or air waybill as if it is entered into by you.
- 2.9 In circumstances where you elect for a person to be in attendance to receive the Goods and a person is not in attendance at the address given during normal business hours when delivery is attempted, an additional charge may be made at ruling rates for each delivery until delivery is accomplished. If you elect to not be in attendance when the Goods are delivered then the goods may be left without receipt at the nominated address. If the nominated address for delivery is to another PACK & SEND Service Centre and the Goods are not collected within 5 business days from the date of delivery then you must pay a storage fee of AUD\$2.00 plus GST per item per day for each day the Goods remain uncollected. The Goods will not be released until the fee is paid in full.
- 2.10 We do not guarantee to stop any Goods once in transit if requested by you to do so although we will use our best endeavours to do so. We will not be liable for any claim relating to Goods that you have requested to be stopped in transit or returned but are not stopped or are delivered to the receiver.

3. DANGEROUS GOODS

- 3.1 Except in the circumstances shown in condition 3.2 below we do not carry, nor perform other services regarding, goods which in our opinion are dangerous goods including, but not limited to, those specified in the International Civil Aviation Organisation (ICAO) technical instructions, the International Air Transport Association (IATA) dangerous goods regulations, the International Maritime Dangerous Goods (IMDG) code, the European Agreement concerning the international carriage of dangerous goods by Road (ADR) regulations or any other national or international rules applicable to the transport of, or the performance of other Services regarding, dangerous goods (collectively referred to as 'dangerous goods'). Please refer to our website at www.packsend.com.au for some examples of Goods that are classified as dangerous goods.
- 3.2 We may at our discretion accept some dangerous goods for carriage. Dangerous goods will only be accepted if they comply with the applicable regulations, codes and technical instructions (as referred to in condition 3.1) and any further requirements as specified by us.
- 3.3 Whether or not you have told us that a shipment comprises dangerous goods you agree that if we consider on reasonable grounds that the Goods may cause injury or damage, we may at your cost do anything appropriate to minimise or avoid such injury or damage, including disposing of or destroying such Goods. We will not be liable to you for any loss or damage you may incur by reason of our actions under this condition.

4. AIR CARGO SECURITY REGULATIONS

- 4.1 You must ensure and you certify by completing our consignment note or tendering Goods to us that the Goods do not contain a prohibited article as specified in ICAO Annex 17 or other national or international regulations that govern aviation security. You must give us a full description of your Goods on the consignment note and other accompanying document, and your responsibilities and liabilities are not extinguished by providing this information. Goods carried, or handled, by us may be subject to security screening which could include the use of X-ray equipment and you accept that packages containing your Goods may be opened and the contents of your packages may be examined in transit.
- 4.2 You declare that you have prepared the Goods for carriage, or for the performance by us of other Services, in secure premises using reliable staff employed by you and that the goods have been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to acceptance for carriage of the Goods by us.

5. RIGHT OF INSPECTION

- 5.1 You agree that we or any governmental authority including customs may open and inspect your shipment at any time and take any action considered necessary in relation to the Goods if we (or any governmental authorities) consider the need to verify the condition, nature, ownership or destination of the Goods or if we (or any governmental authorities) consider the shipment may contain prohibited items or dangerous goods.

6. METHOD OF PAYMENT

- 6.1 Our charges are earned as soon as the Goods are delivered to us or collected from you or from the address nominated by you.
- 6.2 Acceptable methods of payment are major credit cards and cash. Businesses that send a minimum monthly shipment volume through the PACK & SEND Retail Service Centre may be provided credit privileges by paying on invoice within fourteen (14) days of the invoice date (by company cheque or electronic funds transfer) subject to us approving a completed credit application form following credit investigation and verification. Failure to pay invoices when due may result in you losing your credit privileges. If your credit privilege account is not in good credit standing, your Goods may be delayed or returned by us until the invoice is paid.
- 6.3 Notwithstanding any credit arrangements and subject only to the interest of any registered security interest holder under the Personal Property Securities Act 2009 (Cth) (as amended) and the Regulations made under that Act of which we have been given notice, we will have a general lien on your Goods, any documents relating to your Goods and on any other of your

Goods in our possession for all charges and other amounts payable by you to us. For that purpose we may sell all or any of your Goods in our possession after 14 days notice to you and will apply the proceeds in or towards the discharge of the lien together with all costs of detention, retention and the costs of sale without liability to any person whatsoever and without prejudice to our right to otherwise recover the charges and other amounts payable to us in respect of the carriage of the Goods. We will pay any surplus from the sale to the entitled person.

- 6.4 Every special instruction that charges will be paid by any person other than you will be deemed to include a stipulation that if such other person does not pay the charges within 7 days of the date set for payment, then you will pay the charges.

7. EXTENT OF LIABILITY

- 7.1 We are not a common carrier and will accept no liability as such. We reserve the right to refuse the carriage or transport of articles for any individual, firm or company and the transport of any articles at our discretion.
- 7.2 Subject to condition 8 below, all Services supplied by the PACK & SEND Retail Service Centre are at your risk, subject only to the application of the Competition and Consumer Act 2010 and the Australian Consumer Law if applicable.
- 7.3 Unless otherwise expressly agreed in writing or our Services are subject to the Freight plus Warranty conditions, we will be under no liability in tort or contract or otherwise for any loss of or damage to or failure to deliver or delay in delivery of Goods, either in handling, packing, or in transit or in storage and whether caused by our negligence, wrongful act or default or by any other cause whatsoever. We will also be under no liability for loss, damage or injury to any person, property or thing during the provision of the contracted services, nor for any loss consequent or otherwise arising from any such loss, damage or injury, whether caused by our negligence, wrongful act or default or by any other cause whatsoever.
- 7.4 To the extent permitted at law and under the Competition and Consumer Act 2010, our liability arising out of any one incident whether or not there has been any declaration of value of the goods, for breach of guarantee implied into these Terms and Conditions by the Competition and Consumer Act 2010 or howsoever arising, is limited to any of the following as determined by us: (a) the supplying of the service again; or (b) the payment of the cost of having the services supplied again.
- 7.5 We do not provide insurance coverage of any kind. Insurance will be your sole responsibility. Insurance will not be arranged by us. We will be under no liability whatsoever for the adequacy of the insurance or your failure to arrange insurance.
- 7.6 We will be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by us within six months after delivery of the Goods or the date when the Goods should have been delivered. In the event that the said time period shall be found contrary to any Convention or law compulsorily applicable the period prescribed by such convention or law shall then apply but in that circumstance only.
- a) In the case of carriage by sea, the value will not be declared or inserted in the Bill of Lading for the purpose of extending the sea carrier's liability under Article IV Rule 5(a) of Schedule 1 of the Carriage of Goods by Sea Act 1991 except upon the express instructions given in writing by you with the agreement of the sea carrier.
- b) In the case of carriage by air, no optional declaration of value to increase the air carrier's liability under the Civil Aviation (Carrier's Liability) Act 1959 will be made except upon express instructions given in writing by you and with the agreement of the air carrier.
- c) In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by the carriers, warehousemen or others no declaration of value (where optional) will be made for the purposes of extending liability and the Goods will be forwarded or dealt with at your risk and minimum charges unless express instructions in writing to the contrary are given by you and with agreement of the carrier, warehouseman or other person.
- 7.7 In respect of any clause herein which excludes or in any way limits our liability in respect of the Services relating to the Goods, the PACK & SEND Retail Service Centre in addition to acting for itself, is acting as agent and trustee for each of its employees and agents and any other person or company with whom we may arrange for the carriage or storage of the Goods and the employees of such person or company so that its employees and such person or company and his or its employees are parties to this contract so far as the exclusions or limitations of liability are concerned and if and in so far as may be necessary to give effect to this clause we shall hold the benefit of these conditions for our employees and for any such person or company and his or its employees.
- 7.8 Notwithstanding any condition herein limiting or excluding our liability, where the contract involves the transportation and/or storage of Goods otherwise than for the purpose of a business, trade, profession or occupation carried on or engaged in by the person for whom the Goods are transported, the contract shall be subject to the guarantees implied under the Competition and Consumer Act 2010 and the Australian Consumer Law and in particular the guarantee that such transportation and storage will be rendered with due care and skill.
- 7.9 In the event that, whether pursuant to any liability imposed on us or otherwise, we make any payments to you in respect of loss or damage to or delay in delivery of Goods (including consequential loss), you hereby assign to us all rights which you may have under any policy of insurance or with any third party to recover such loss and you hereby irrevocably appoint us as your Attorney with full power in your name to claim, demand, sue for, recover any such amount and you will execute all such documents and provide all such information as may be necessary to enable us to obtain the full benefit of this clause.

8. FREIGHT PLUS WARRANTY

- 8.1 Where the Freight plus Warranty service has been purchased by you for any Goods, conditions 7.2, 7.3 and 7.4 do not apply to loss or damage to those Goods in our care, custody or control, but we will not be liable for consequential loss of any kind (including loss of intrinsic value of Goods) or for loss or damage resulting from:

- a) ordinary leakage, loss in weight or volume or ordinary wear and tear of the Goods;
- b) faulty manufacture or inherent vice or nature of the Goods;
- c) wars or strikes, actions of government or customs authorities (including rejection or refusal of importation permission), nuclear or radioactive contamination, or mould;
- d) insufficiency or unsuitability of packing of the Goods other than by or on behalf of PACK & SEND Retail Service Centre;
- e) mechanical or electrical breakdown or malfunction where no external evidence of damage can be shown;
- f) Loss of data;
- g) delayed delivery of the Goods;
- h) Goods that are destroyed by foreign customs authorities due to noncompliance with foreign laws/regulations or delay in pick up;
- i) Goods that are documents and services that are 'international mail';
- j) where you provide to PACK & SEND an 'authority to leave' without signing the delivery document';
- k) where you have acknowledged satisfactory and safe delivery of the Goods by signing the delivery document; or
- l) Goods that are bullion, cash, coins, banknotes, deeds, bonds, bills of exchange, or other documents representing money, credit cards, gift cards or the like, jewellery, negotiable items, gold or silver articles, precious stones or articles containing gold, silver or precious stones, livestock, bloodstock or living plants/things.
- 8.2 To the extent permitted at law and under the Competition and Consumer Act 2010 and the Australian Consumer Law as scheduled to that Act, the Freight plus Warranty service does not operate to render us liable for more than the Market value or declared value of the goods as stated on the consignment note, whichever is lesser.
- 8.3 In addition to condition 8.1 and 8.2 above, you agree:
- a) to notify us of any loss or damage to goods upon receipt of the Goods or in the event of non-delivery within the time set out in condition 9.3 of these conditions and to ensure that you make an appropriate notation of the non-delivery or damage on the delivery docket;
- b) to declare the actual Market value of the Goods in section 3 of the face of the consignment note. If the declared value of the Goods declared in section 3 of the consignment note (Declared Value of Goods) is less than the actual Market value of the corresponding Goods (Actual Value of Goods) we will not be liable for more than the amount in the following formula: [Declared Value of Goods divided by Actual Value of Goods] multiplied by Declared Value of Goods;
- c) that for Goods that are an entire set of goods or for pairs of goods where not all items of the set or pair are lost or damaged, liability will be limited to the damaged or lost part of the Goods only;
- d) to provide evidence of damage to the Goods and the amount of any loss or damage, at the request of us. You must retain both the damaged Goods and the packaging for inspection by us or our agents or nominees;
- e) that PACK & SEND Retail Service Centre will have sole discretion whether to repair or replace the Goods or whether to make a cash payment for the Market value of the damaged or undelivered Goods. Antiques, collections, collectables, works of art, curios and items of that nature may be replaced at the discretion of PACK & SEND.

9. CLAIMS PROCEDURE

- 9.1 Subject to any law, regulation or convention which compulsorily applies and which we are unable to contract out of (irrespective of whether or not we have attempted to contract out of such law, regulation or convention), your right to claim damages against us shall be extinguished unless you comply with the claims procedure under this condition 9.
- 9.2 If you believe we are liable to you, you must:
- a) Contact the PACK & SEND Retail Service Centre whose contact details and location are specified on the face of your consignment note within 7 days of the date that the cause of action giving rise to the claim arose;
- b) Lodge your claim form and any supporting documents to the PACK & SEND Retail Service Centre within 30 days of the date that the cause of action giving rise to the claim arose;
- c) Supporting documents to be lodged by you may include photographs, independent quotes and invoices to support your valuation of the Goods and repairers invoices. You must prove market value/loss at your own expense.
- 9.3 We will be discharged of all liability unless notice of loss or damage is given to us within 7 days of delivery of the goods or of the date by which non-delivered goods should have been delivered and suit is brought in the proper forum and written notice thereof received by us within the time applicable under condition 7.6.

10. LAW & JURISDICTION

- 10.1 The contract will be governed and construed in accordance with the laws of the State in which the contract is made, or if outside Australia the laws of the State in Australia in which the Goods were delivered or ought to have been delivered, and any dispute will be resolved in the courts of that State, unless otherwise agreed between the PACK & SEND Retail Service Centre and you.

11. PRIVACY

- 11.1 The information collected in this document will be used primarily for the purposes of conducting the Services and may be used to forward you information regarding PACK & SEND products and services. Access to the information is available subject to certain conditions. Please refer to our Privacy Statement at www.packsend.com.au.