



TERMS AND CONDITIONS SUPPLY OF SERVICES

1. Terms and conditions

- 1.1. These Terms and Conditions apply to the supply of Services by DTMT to the Customer from the date that the Customer accepts these Terms and Conditions.
- 1.2. A Customer accepts these Terms and Conditions when:
 - (a) it submits an Order;
 - (b) it accepts the provision of any Services; or
 - (c) it makes Payment, or partial Payment, for any Services.

2. Common Carrier

- 2.1. DTMT is not a common carrier and will accept no liability that may be inferred or implied or otherwise by DTMT if it were a common carrier operating under these Terms and Conditions.
- 2.2. All Goods are carried or transported, and all storage and Services are performed by DTMT in accordance with this Agreement.
- 2.3. DTMT reserves the right at its absolute discretion to refuse to provide Services in respect of any Goods or any class of goods.

3. Quotes and Orders

- 3.1. DTMT may provide the Customer a Quote relating to the potential supply of Services which may include the services provided, price, exclusions, charges, special conditions, and any other relevant details as necessary.
- 3.2. A Quote is valid for 30 days (or such other period stated in the Quote) and may be withdrawn by DTMT at any time.
- 3.3. A Customer may place an Order for the provision of Services in accordance with a Quote. All Orders are subject to DTMT's review and acceptance at DTMT's absolute discretion.
- 3.4. Unless otherwise agreed by DTMT in writing, DTMT will not be bound by any conditions added or varied by a Customer in an Order (express or implied).

4. Price and Payment

- 4.1. In consideration of DTMT providing the Services, the Customer must pay DTMT the rates, prices and

other amounts specified in the Order and any other money due under this Agreement, as adjusted in accordance with the provisions of this Agreement.

- 4.2. The Customer agrees to pay for any additional applicable taxes, charges, special expenses incurred by DTMT incidental to or arising from:

- (a) all storage, handling, stocktaking, and reporting charges and any costs associated with loading or unloading Goods;
- (b) any delays greater than 30 minutes in loading, unloading, or delivering the Goods commencing upon DTMT reporting for loading or unloading at the nominated address;
- (c) storage costs of the Goods in accordance with clause 4.8;
- (d) any fuel levy imposed, which may be adjusted by DTMT at any time on reasonable grounds to reflect fuel price movements;
- (e) any additional costs arising from heavy or over-dimensional transport including costs associated with permits, escorts, pilots, equipment, bridge/road works and detours; and
- (f) all charges imposed by Law including customs charges and excises and associated fines and penalties.

- 4.3. DTMT's charges in respect of an Order will be deemed fully earned on receipt of the Goods by DTMT and are non-refundable in any event, regardless of whether the Services are completed.

- 4.4. The Customer agrees to pay all sums due to DTMT without any deduction, counterclaim, set-off, withholding or other reduction whatsoever.

- 4.5. The Customer must pay a deposit of up to 50% of the total value of an Order prior to DTMT undertaking the Services and where requested by DTMT. DTMT has no obligation to provide the Services until the deposit has been received by DTMT in cleared funds.

- 4.6. The Customer agrees that the rates, prices and other amounts specified in the Order may be adjusted by DTMT, with respect to any Services that have not yet been performed pursuant to the Order, by providing fourteen (14) days' prior written notice to



the Customer to reflect any changes to the cost that will be incurred by DTMT in providing the Services arising from:

- (a) additional or varied statutory charges, taxes, rates, levies, or imposts which DTMT is required to pay in relation to the Services;
- (b) movements in currency exchange rates; or
- (c) other unanticipated increases to operating costs or overheads outside the reasonable control of DTMT, the details of which must be specified in DTMT's notice.

4.7. If DTMT adjusts the rates, prices or other amounts pursuant to clause 4.6, the Customer may cancel the Order to the extent it has not been carried out or performed by DTMT prior to the date of DTMT written notice, by giving DTMT written notice no later than 7 days after the date of DTMT's notice given pursuant to clause 4.6. For the avoidance of doubt, the Customer remains liable for all charges accrued in respect of any Services carried out or performed by DTMT prior to the date of cancellation.

4.8. The Customer must:

- (a) where DTMT stores Goods for the Customer, pay DTMT's costs and expenses to store the Goods;
- (b) pay DTMT's expenses and charges to comply with any Law including any customs, excise, or warehouse charges;
- (c) supply or pay for labour or machinery, or both, to load or unload the Goods;
- (d) compensate DTMT for any cost, expense or loss to any property caused by the nature of the Goods; and
- (e) if the Goods are at any time re-quantified, re-weighed or re-measured, pay any proportional additional charges.

4.9. Payment by the Customer to DTMT shall be made in accordance with:

- (a) the timing prescribed in DTMT's Invoice, or if no timing is prescribed, within seven (7) calendar days from the date of DTMT's Invoice; or
- (b) if the Customer is receiving services on credit terms, then in accordance with the terms of the Credit Application.

4.10. DTMT is entitled to charge interest on all amounts not paid by the Customer, at a rate of 15% per annum calculated daily on all amounts not paid

within the time specified in DTMT's Invoice from the due date until Payment has been received by DTMT. The parties acknowledge and agree that the 15% default interest rate represents a genuine pre-estimate of the administrative, operational and commercial costs that will be incurred by DTMT in managing defaulted accounts.

4.11. In addition to DTMT's right to charge interest pursuant to clause 4.10, DTMT may recover from the Customer any costs DTMT incurs in the collection of Payment of any Invoice, including but not limited to the costs of any debt collector or solicitor on an indemnity basis.

5. Credit

5.1. The Customer acknowledges that they do not have a right to receive Services in accordance with these Terms and Conditions from DTMT on credit terms.

5.2. If the Customer wishes for the Services to be provided on credit terms, then it must complete and submit DTMT's Credit Application. DTMT may in its discretion reject any Credit Application provided by the Customer. DTMT may request any further information to be provided by the Customer that is required to assess the Credit Application or credit facility, including in circumstances where the Customer wishes to increase the credit limit.

5.3. DTMT can suspend, withdraw or decrease the credit limit applicable at any time.

5.4. If a Credit Application is submitted by the Customer and accepted by DTMT in accordance with the terms of the Credit Application, then the Credit Application is incorporated into and forms part of the agreement between the parties.

5.5. To the extent of any inconsistency between these Terms and Conditions and the terms of the Credit Application, the terms of the Credit Application will prevail.

5.6. The Customer acknowledges that any personal guarantees, security interests, or other credit protection mechanisms provided in the Credit Application are in addition to, and not in substitution for, the Customer's obligations under these Terms and Conditions.

6. Carriage

6.1. DTMT will:

- (a) take reasonable care to protect and safeguard the Goods;
- (b) provide the Services exercising the degree of skill, care and efficiency that would be



- expected from a competent provider of such Services;
 - (c) maintain licences required by Law in connection with the Services;
 - (d) use reasonable endeavours to deliver the Goods to the address nominated by the Customer and to effect delivery at the date and time requested by the Customer; and
 - (e) use reasonable endeavours to comply with the Customer's reasonable and lawful directions.
- 6.2. DTMT shall be taken to have delivered the Goods in accordance with an Order if, at the delivery address, a receipt or signed delivery docket for the Goods is given to DTMT.
- 6.3. If the nominated place of delivery is unattended or if any delivery cannot otherwise be effected by DTMT, DTMT may at its option either deposit the Goods at that place (which shall be treated as due delivery having properly occurred under an Order) or store the Goods in accordance with clauses 4.8(a), 6.6 and 7.
- 6.4. Where Goods are accepted for forwarding by rail to an address in a town or place where DTMT has no receiving depot, the Goods shall be deemed duly delivered according to an Order if they are delivered to the nearest railhead.
- 6.5. If the Customer instructs DTMT to use a particular method of carriage whether by road, rail, sea, or air, DTMT will give priority to the method designated but if that method cannot conveniently be adopted by DTMT, as determined by DTMT in its sole discretion, the Customer shall be deemed to have authorised DTMT to carry or have the Goods carried by another method or methods.
- 6.6. Where a particular method of carriage is delayed under instructions of the Customer or by circumstances beyond the reasonable control of DTMT, DTMT will arrange for the Goods to be warehoused or stored at DTMT's discretion and at the Customer's expense.
- 6.7. The Customer authorises any deviation from the usual route for transportation or manner of provision of Services that may, in the absolute discretion of DTMT, be considered desirable or necessary in the circumstances, and DTMT will have no liability for any loss, damage, delay or expense arising from any such deviation.
- 6.8. Carriage of any Goods by DTMT in the provision of any Services shall be subject to all terms, conditions and requirements which may be

imposed by a highway, port, harbour, dock, railway, shipping, airway or any other public Authority and any additional expense or charges arising by reason of such terms, conditions or requirements shall be paid by the Customer.

- 6.9. It is agreed that the person delivering any Goods to DTMT for carriage or forwarding and the person accepting the Goods are authorised to sign any delivery note or other written acknowledgement for and on behalf of the Customer (as the case requires).
- 6.10. Notwithstanding any other provision of these Terms and Conditions, the Customer:
- (a) acknowledges that DTMT has no liability or responsibility in relation to any hire charge or demurrage charge associated with any Container or pallet; and
 - (b) must ensure that any pallets are transferred to and from any relevant hire accounts and that any necessary documentation is provided to relevant pallet hire businesses.
- 6.11. DTMT may (but is not obliged to) inspect the Goods (including opening any container) to determine the nature or condition of the Goods or for any other purpose which DTMT considers reasonably necessary.
- 6.12. If, under Law, a Container must be opened, DTMT will not be liable for any loss, damage or delay incurred because of any opening, unpacking, inspection or repacking and the Customer agrees to pay DTMT's charge for the cost of any such opening, unpacking, inspection, or repacking.

7. Storage

- 7.1. Where Goods are stored by DTMT at either the request of the Customer or permitted under these Terms and Conditions, the Customer will provide:
- (a) an address to which notices will be sent; and
 - (b) an inventory of the Goods to be stored.
- 7.2. DTMT may remove the Goods from a place of storage to another place of storage at its sole discretion.
- 7.3. The Customer must give 48 hours' prior written notice to DTMT of its intention to remove Goods from storage.
- 7.4. DTMT will not be obliged to allow an inspection of the Goods or to deliver up any Goods in storage:
- (a) to any person other than the Customer or a person authorised in writing by the



Customer; or

- (b) in circumstances where any amount is due by the Customer to DTMT, on any account whatsoever.

7.5. The Customer will remove its Goods from storage within seven (7) days of receipt of written notice from DTMT.

7.6. If the Goods are stored by DTMT pursuant to this clause 7:

- (a) the Customer will indemnify DTMT for all costs and expenses incurred with respect to such storage; and
- (b) DTMT may, at any time, redeliver the Goods to the Customer at the Customer's expense.

8. Variation, cancellation, suspension and termination

8.1. The Customer may seek a variation to the Services or cancellation of an Order by giving DTMT a request in writing.

8.2. DTMT may refuse a request for a variation or cancellation of an Order at its sole discretion.

8.3. If DTMT agrees to a cancellation, the Customer agrees that DTMT may charge the Customer a cancellation fee of up to 5% of the estimated total value of an Order to compensate DTMT for the cancellation in addition to those amounts that DTMT is entitled to receive for Services performed up to and including the date of cancellation.

8.4. DTMT may cancel an Order if it fails to have made available to it sufficient resources to satisfy an Order within a reasonable period of time or if the costs of satisfying the Order have increased from the time the Quote was accepted by the Customer and the Customer has not agreed to accept those increased costs or wait for such resources to be made available to DTMT.

8.5. Without limiting any of DTMT's other rights, DTMT may suspend the provision of Services to the Customer by giving written notice to the Customer and with immediate effect if:

- (a) the Customer fails to make payment of any amount payable to DTMT by the due date for payment and such amount remains unpaid at least 2 Business Days following that due date;
- (b) an Insolvency Event occurs in respect of the Customer;
- (c) the Customer breaches any material term of this Agreement, including where such

breach, being capable of remedy, is not remedied by the Customer within the period specified by DTMT requiring it to do so; or

- (d) if DTMT considers that such suspension is required for the preservation of property or to prevent personal injury.

8.6. During the term of any suspension, DTMT:

- (a) will have no liability to the Customer for any loss or damage suffered by the Customer as a result of the suspension; and
- (b) may recover its reasonable direct loss that it incurs during the term of any suspension.

8.7. Either party may terminate this Agreement, or any Order, for cause by giving the other party written notice if a Default Event (as defined in clause 15.9) has occurred and remains unremedied (where capable of remedy) for a period of 14 days after written notice of the Default Event is given by the terminating party.

8.8. DTMT may terminate this Agreement or any Order for convenience by giving the Customer not less than 30 days' written notice. Termination of this Agreement or any Order does not affect any accrued rights or obligations of either party arising prior to the date of termination.

8.9. Upon termination and without limiting any other rights of the parties pursuant to this Agreement all amounts owing by the Customer to DTMT become immediately due and payable.

9. Customer's obligations

9.1. The Customer will:

- (a) ensure that the loading of the Goods onto DTMT's vehicle will not cause the vehicle to exceed any dimension or mass limits under any Law;
- (b) where the Goods require special treatment, provide written notice to DTMT of the special treatment required;
- (c) where required by Law, provide an accurate container weight declaration;
- (d) arrange and maintain insurance against damage to, and loss of, the Goods for full replacement value and provide evidence of such insurance to DTMT upon request; and
- (e) provide all documents, information, and assistance necessary to allow DTMT to comply with the requirements of any Authority and this Agreement.



- 9.2. The Customer warrants that:
- (a) the Goods are in a fit state to allow the Services to be performed and are packed in a manner adequate to withstand the ordinary risks associated with the Services;
 - (b) it is authorised by all persons owning or having any interest in the Goods (including the consignee) to accept these conditions on their behalf;
 - (c) all details supplied with respect to the Goods, including the details of description, items, pallet space, quantity, weight, volume, quality, value, and measurements, are correct;
 - (d) there is a suitable and safe road and approach for DTMT's vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;
 - (e) safe and adequate loading facilities and equipment will be available at any place from which any Goods are to be collected and to which any Goods are to be delivered; and
 - (f) Carriage is supplied for the purpose of a business, trade, profession, or occupation carried on or engaged in by the Customer.
- 9.3. The Customer will indemnify and keep indemnified DTMT, its officers, employees, agents and subcontractors against all actions, claims, suits, demands, losses, damages, costs and expenses (including legal costs on a solicitor and own client basis) howsoever caused arising from or in connection with any breach of the covenants and warranties in clauses 9.1 and 9.2.
- 9.4. If DTMT agrees to provide Carriage with respect to Dangerous Goods:
- (a) such Goods must be accompanied by a written declaration disclosing the nature of such Goods; and
 - (b) the Customer must comply with all Law with respect to Dangerous Goods, including the *Australian Code for the Transport of Dangerous Goods by Road & Rail*.
- 9.5. The Customer will be liable for and must indemnify DTMT against all loss, harm or injury howsoever caused arising out of the provision of Services with respect to any Dangerous Goods whether declared as such or not and whether or not the Customer was aware of the nature of the Goods.
- 9.6. The Customer warrants that:
- (a) It will not impose delivery windows, or other commercial pressures that would cause or encourage DTMT or any of its drivers or subcontractors to breach any Law, including laws relating to speed limits, driver fatigue management, vehicle mass limits, vehicle dimension limits, or load restraint requirements; and
 - (b) all Goods packed or loaded by the Customer comply with the *Load Restraint Guide* 2018 (2nd edition) as published by the National Transport Commission, or any updated edition in force at the time of Carriage.
- 9.7. The Customer acknowledges that it is a party in the chain of responsibility under the Heavy Vehicle National Law (HVNL) (and equivalent law in Western Australia) and owes its own primary duties under section 26C of the HVNL and section 19 of the Work Health and Safety Act 2020 (WA). Without limiting clause 9.6, the Customer must comply with all such duties and must indemnify DTMT, its officers, employees, agents and subcontractors against any penalty, fine, infringement notice, prosecution cost, vehicle stand-down loss or third party claim arising out of, or in connection with, any breach by the Customer of those duties.
- 9.8. If, in the opinion of DTMT, acting reasonably, the Goods are, or are capable of becoming, of a dangerous, flammable, or damaging nature and pose a threat of property damage or personal injury, the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Customer and without prejudice to DTMT's right to charge for any Services.
- 9.9. The provision of labour required to load or unload the Goods shall be the responsibility of and be provided at the expense and sole risk of the Customer.
- 9.10. The Customer acknowledges and agrees that DTMT is not an insurer of Goods (either warehoused or in transit) and will not effect insurance in respect of the Goods, unless otherwise agreed in writing (in which case such insurance will be effected in the Customer's name and will be at the Customer's sole expense).
- 10. Subcontracting**
- 10.1. DTMT, at its discretion, may subcontract on any terms the whole or any part of the Services.
 - 10.2. Every exemption, limitation, condition, and liberty contained in these conditions and every right,



exemption from liability, limitation, defence, and immunity applicable to DTMT or to which DTMT is entitled under these conditions will also be available to and will extend to protect:

- (a) all Subcontractors;
- (b) every employee or agent of DTMT or of a Subcontractor; and
- (c) all persons who are or are found to be vicariously liable for the acts or omissions of any person falling within clauses 10.2(a) and (b).

11. Risk, exclusions and limitations

11.1. Without limiting clause 11, under no circumstances will DTMT be liable for any special, indirect, consequential or economic loss or damage, loss of revenue, loss of profits, loss of business opportunity, loss of goodwill, loss of data, or any other form of pure economic loss (whether in contract, tort including negligence, equity, under statute or arising from any other cause of action) suffered by the Customer or any other person in connection with this Agreement (including breach, termination or non-observance of this Agreement).

11.2. Notwithstanding any other provision of these Terms and Conditions, any Goods made available to DTMT for the purposes of the Services remain at the sole risk of the Customer and DTMT will not be liable for any loss of or damage to Goods arising out of or in connection with any Order or the supply of Services, including loss or damage arising (without limitation) from any of the following:

- (a) fair wear and tear;
- (b) the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition;
- (c) vibration, road conditions, weather, or weather events of any kind whatsoever;
- (d) the Goods being inherently defective or in such a condition that they cannot be loaded, unloaded, or transported by road without damage;
- (e) inherent risks in the Goods or the nature of the Goods;
- (f) Goods perishing or expiring;
- (g) where such loss becomes apparent as the result of a stock count or stocktake; and
- (h) insufficiency or unsuitability of packing or

preparation of the Goods to withstand the ordinary risks associated with the Services.

11.3. DTMT's total aggregate liability to the Customer arising out of or in connection with any Order or otherwise in accordance with this Agreement (whether under contract, at law or in equity) is limited to:

- (a) where such liability arises out of or in connection with DTMT's performance (or failure to perform) any Order in accordance with these Terms and Conditions, the value of all Payments made by the Customer in respect of that Order; or
- (b) where clause 11.3(a) does not apply, the value of the Payments made by the Customer pursuant to this Agreement.

11.4. All implied terms, conditions guarantees and warranties are excluded to the fullest extent permitted by Law.

11.5. DTMT accepts no responsibility for the collection of cash on the delivery of the Goods or any payments on behalf of the Customer or any other person. When Goods are tendered by any person with instructions for DTMT to collect any such payments DTMT shall not be bound by those instructions notwithstanding that DTMT may accept the goods as tendered and perform other services of carriage, forwarding or storage in relation to those Goods.

12. Lien

12.1. The Customer grants DTMT the following security interests in all Goods (and any relevant documentation including but not limited to, Bills of Lading or other documents of title or chattel paper) the subject of the Services that are in DTMT's possession:

- (a) a consignment (whether or not a commercial consignment);
- (b) a fixed charge; and
- (c) a general lien.

12.2. For the avoidance of doubt, the security interests contemplated by clause 12.1 attach to the Goods at the time DTMT takes possession of the Goods.

12.3. The Customer must reimburse DTMT for any costs DTMT incurs in registering its interests (where applicable) on the Personal Property Securities Register (including registration fees).

12.4. The Customer:

- (a) waives its right to receive a copy of any



verification statement in accordance with section 157 of the PPSA;

- (b) agrees that, to the extent permitted by the PPSA:
 - (i) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, and 143 of the PPSA do not apply and are hereby contracted out of; and
 - (ii) the Customer waives its right to receive notices under sections 95, 118, 121(4), 127, 130, 132(3)(d), and 132(4) of the PPSA.

12.5. DTMT need not disclose information of the kind detailed in section 275(1) of the PPSA, unless required by law.

12.6. Where DTMT has rights in addition to those under Part 4 of the PPSA, those rights continue to apply.

13. GST

- 13.1. Unless expressly stated otherwise, all amounts payable or other consideration to be provided under or in connection with this Agreement are exclusive of GST.
- 13.2. If GST is imposed on any supply made under or in connection with this Agreement, the recipient must pay to the supplier, in addition to the GST-exclusive consideration for that supply, an amount equal to the GST payable on that supply. The additional amount is payable at the same time and in the same manner as the GST-exclusive consideration, but only once the supplier has issued a valid tax invoice in respect of that supply.
- 13.3. DTMT must issue a valid tax invoice to the Customer in respect of each taxable supply made under or in connection with this Agreement at or before the time the Customer is required to pay the GST component for that supply.
- 13.4. If any amount payable under this Agreement is calculated by reference to a cost, expense, or other amount incurred by a party, that amount must be reduced by any input tax credit to which that party is entitled in respect of that cost, expense, or other amount. If an adjustment event arises in connection with any supply made under this Agreement, any necessary adjustment must be made between the parties, and any resulting payment must be made within 10 Business Days of the adjustment event being notified.

14. General

- 14.1. Any notice, request, consent, demand, or application required to be given by the Customer or DTMT to the other pursuant to this Agreement must be in English and in writing and must be either:
 - (a) delivered to the other party personally; or
 - (b) left at the address or sent by prepaid post addressed to the other party's address; or
 - (c) sent by email addressed to the other party.
- 14.2. DTMT may, at any time and without notice, set off or deduct any amount owed by DTMT (or any of its related bodies corporate) to the Customer against any amount owed by the Customer to DTMT (or any of its related bodies corporate) under this Agreement or otherwise. The Customer has no corresponding right of set-off.
- 14.3. The written terms of an Order, these Terms and Conditions and the Credit Application (if applicable) constitute the entire agreement between the parties regarding the subject matter of an Order and all prior or separate negotiations and understandings are hereby excluded.
- 14.4. DTMT will not be liable for any failure or delay in performance of the Services if such failure or delay is due, in whole or in part, to any cause whatsoever beyond its control including due to a Force Majeure Event.
- 14.5. DTMT may, upon providing written notice to the Customer, assign, novate, subcontract or otherwise delegate DTMT's rights or obligations under this Agreement. The Customer must not assign or novate this Agreement or any of its rights or obligations under this Agreement without DTMT's prior written consent.
- 14.6. If DTMT adopts new terms and conditions or replaces these Terms and Conditions, the revised Terms and Conditions will be obtainable on DTMT's website. The revised Terms and Conditions will apply prospectively only and will not affect any Order placed before they are posted. DTMT will give the Customer reasonable notice of any material change and the Customer may terminate any agreement to receive ongoing Services by giving DTMT written notice within 30 days of the change taking effect.
- 14.7. DTMT shall not be bound by any agreement purporting to vary this Agreement unless the variation is in writing and signed on its behalf.
- 14.8. Each clause in this Agreement is severable and if any clause is held to be illegal or unenforceable,



then the remaining clauses will remain in full force and effect.

- 14.9. The Customer agrees to keep confidential, and not use or disclose, other than for its internal business purposes, any Confidential Information provided to or obtained by it before or after its entry into a contract of which these Terms and Conditions form part.
- 14.10. The obligations of confidence imposed on the Customer by clause 14.10 do not apply to Confidential Information that is required to be disclosed by any applicable Law or under compulsion of a court, Authority, or the rules of any securities exchange (as long as the Customer discloses the minimum amount required to satisfy the Law or rules, provides DTMT with prior notice in writing, and takes reasonable steps to maintain the confidence of such Confidential Information) or that is in the public domain otherwise than as a result of a breach of these Terms and Conditions or other obligation of confidence.
- 14.11. Clauses 14.10 and 14.11 survive the termination or performance of this Agreement.
- 14.12. The Customer consents to DTMT conducting a credit history check and any other reasonable inquiry that DTMT may consider appropriate into the bona fides or capacity of the Customer to pay.
- 14.13. The Customer will be deemed to have performed any action or failed to take any action for the purposes of this Agreement if its principal, employee, or agent does so.
- 14.14. Where the Customer or consignee comprise two or more persons, an agreement or obligation to be performed or observed by the Customer or consignee binds those persons jointly and severally.
- 14.15. This Agreement does not merge on completion of an Order.
- 14.16. No failure, delay, relaxation, or indulgence on DTMT's part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.
- 14.17. This Agreement will be construed in accordance with the Law in force in Western Australia and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Western Australia and courts entitled to hear appeals from those courts.
- 14.18. Each party will comply with all applicable laws in the performance of its obligations under any Order, including WHS Legislation.

15. Interpretation and Definitions

In these Terms and Conditions:

Agreement means these Terms and Conditions, any Order, the Credit Application (if applicable), and any other documents expressly incorporated by reference, as amended from time to time by agreement in writing between the parties.

Australian Consumer Law means the Australian Consumer Law under the Competition and Consumer Act 2010 (Cth) as amended from time to time.

Authority includes any legal or administrative authority exercising any jurisdiction within an Australian state or territory.

Carriage includes any operations or services undertaken by or on behalf of DTMT, in any way connected with Goods including loading, unloading, packing, unpacking, handling, transporting and storage of Goods, completing documents and the provision of any advice.

Confidential Information means:

- (a) any information relating to our business and affairs;
- (b) any information that is by its nature confidential;
- (c) any information which is designated by us as confidential;
- (d) any information that you know, or ought to know, is confidential; and
- (e) all financial information, pricing information, and commercially valuable information of ours.

Container includes any container, trailer, wagon, transportable tank, pallet, flat rack or any other unit or device used to consolidate Goods.

Credit Application means the document entitled 'Application for Commercial Credit Account' and the Credit Terms and Guarantee attached to the same.

Customer means any person or entity that places an Order with DTMT and agrees by conduct or by virtue of notice or otherwise to be bound by these Terms and Conditions, including any related company, related party, officer, and authorised person of the relevant person.

Dangerous Goods means Goods that are or may become noxious, dangerous, flammable or damaging or that may harbour or encourage vermin or other pests, or that are or may become liable to harm any property whatsoever.

Default Event means any one of the following events:

- (a) the Customer fails to make any Payment when due;
- (b) an Insolvency Event occurs; and
- (c) the Customer commits a material breach of any

DTMT Logistics Pty Ltd
ABN 63 104 863 005



term of this Agreement that has not been remedied within the period specified in DTMT's written notice of that breach.

DTMT means DTMT Logistics Pty Ltd (ABN 63 104 863 005) and includes its successors and assigns.

Force Majeure Event means circumstances beyond DTMT's reasonable control (or the control of its Subcontractors) and shall include, but not be limited to compliance with any Laws, instructions or priority request of any Authority, or any department or agency, civil or military authority, acts of God, acts of the public enemy, the Customer's acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections, pandemics, or epidemics, cyber-attacks or software outages.

Goods means the property accepted by DTMT from, or at the request of, the Customer for the provision of Carriage and includes any Container or packaging supplied by or on behalf of the Customer.

Gross Negligence means a reckless and serious disregard of the consequences of a risk of which the relevant party was aware or ought reasonably to have been aware would result in loss being incurred by the other party but does not include an act or omission which occurs in the good faith, reasonable and honest attempt to discharge the relevant duty or obligation.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST means a goods and services tax, or a similar value added tax, levied, or imposed by the GST Law.

Insolvency Event means the occurrence of any of the following events in relation to the Customer:

- (a) commencing winding up;
- (b) becoming bankrupt or committing an act of bankruptcy;
- (c) a mortgagee taking possession of the Customer's assets;
- (d) a liquidator, provisional liquidator, receiver, receiver and manager, voluntary administrator, administrator of a deed of company arrangement being appointed to the Customer;
- (e) making any composition or arrangement or assignment with or for the benefit of its creditors;
- (f) ceasing to carry on its business;
- (g) proceedings are commenced or an application is made for the appointment of any persons listed in item (c) or (d) above; or
- (h) becoming insolvent within the meaning of section

95A of the *Corporations Act 2001* (Cth).

Invoice means an invoice issued by DTMT to the Customer.

Law includes:

- (a) principles of law or equity established by binding court decisions, and
- (b) applicable statutes, regulations, proclamations, orders, codes, bylaws, requirements, and approvals.

Order means an order for supply of Services in writing received by DTMT whether or not a Quote has been provided by DTMT.

Payment means payment in full and in cleared funds of any amount relating to Services in accordance with this Agreement.

PPSA means *Personal Property Securities Act 2009* (Cth).

Quote means a quotation by DTMT for the provision of Services containing details as specified in clause 3.1

Services means the supply of Carriage and any other services that DTMT agrees to provide to the Customer pursuant to this Agreement or any Order.

Subcontractor includes any person who pursuant to a contract or arrangement with any other person performs or agrees to perform the Carriage or any part of the Carriage, or any services ancillary or related thereto, for or on behalf of DTMT.

WHS Legislation means all statutes, regulations and other subordinate legislation in force in Western Australia in respect of work health and safety, including the *Work Health and Safety Act 2020* (WA) and associated regulations.

Wilful Misconduct means an intentional and conscious disregard or breach of any obligation owed by the relevant person, but does not include any act or omission which results from any breach or negligence on the part of the other party or such other party's personnel.