

TERMS AND CONDITIONS

In these conditions "Rapid" means Rapid Couriers (Aust) Pty Ltd. (A.C.N. 098 624 509) of 14 York Street, South Melbourne in the State of Victoria or any related corporation or legal entity, its successors or assigns or agents. "The customer" means a party to whom Rapid Couriers (Aust) Pty Ltd supplies services, its successors and assigns services from Rapid Couriers (Aust) Pty Ltd "Services" means carriage and/or storage of goods by Rapid Couriers (Aust) Pty Ltd for the customer. Unless otherwise clearly stated in writing by Rapid Couriers (Aust) Pty Ltd the following conditions for Rapid Couriers (Aust) Pty Ltd services will apply.

1. GENERAL TERMS

These terms and conditions shall apply to the supply of services by Rapid Couriers (Aust) Pty Ltd to the customer where:

- a. The customer places an order for the services which either contains no terms and conditions of supply or contains terms and conditions identical to those contained herein; and
 - b. Rapid Couriers (Aust) Pty Ltd accepts such an order.
- ## 2. THE CONTRACT
- a. The matters referred to in this document (and any pages annexed hereto) and these terms and conditions constitute a Contract between Rapid Couriers (Aust) Pty Ltd and the customer. These terms and conditions shall prevail over any other terms and conditions that may contain terms and conditions that may be inconsistent or contrary to those contained herein
 - b. These terms and conditions shall apply to the exclusion of all other agreements and prior representations, ~~as~~ subsequently evidenced in writing by Rapid Couriers (Aust) Pty Ltd and the customer, and shall be the whole of the Agreement between Rapid Couriers (Aust) Pty Ltd and the customer.
 - c. These terms and conditions are deemed to be incorporated in all contracts for the supply of services by Rapid Couriers (Aust) Pty Ltd to the customer and will apply in place of and prevail over any terms or conditions contained or referred to elsewhere or implied by trade, custom, practice or course of dealing.
 - d. Rapid Couriers (Aust) Pty Ltd will not be bound by any agreement purporting to vary these conditions unless it is in writing and signing on behalf of Rapid Couriers (Aust) Pty Ltd by an authorised officer.

3. DESCRIPTION OF SERVICES

- a. The description of services provided in this Contract or annexed hereto is provided by way of identification only and the use of that description shall not constitute a description under any Contract of Sale by description. Any description of any goods in any brochure, document or other sales literature used by Rapid Couriers (Aust) Pty Ltd shall not form part of any Agreement between Rapid Couriers (Aust) Pty Ltd and the customer. All brochures, descriptions, specifications and any figures or statements issued by Rapid Couriers (Aust) Pty Ltd to Rapid Couriers (Aust) Pty Ltd services are intended merely to describe the services generally. Rapid Couriers (Aust) Pty Ltd gives no warranty as to accuracy and they are not to be regarded as a warranty, representation or contractual term unless expressly so stated by Rapid Couriers (Aust) Pty Ltd in writing herein.

4. PRICES

- a. Unless otherwise agreed by Rapid Couriers (Aust) Pty Ltd and the customer in writing the price of the services supplied shall be that specified in this Contract or annexed hereto and shall be in Australian currency.
- b. Except as otherwise stated in writing by Rapid Couriers (Aust) Pty Ltd, prices shall be exclusive of:
 - (a) Sales Tax;
 - (b) Delivery charges, and
 - (c) Storage Fees.
- c. Additional charges may become payable by the customer where the customer requires special transport or if the services have been quoted accordingly.
- d. Subject to paragraph 4.5 hereof the price shall be as quoted in writing in this Contract. If the price does not appear in this Contract or if it is not annexed hereto it shall be in accordance with Rapid Couriers (Aust) Pty Ltd' current price list. Verbal quotations are subject to written confirmation.
- e. Rapid Couriers (Aust) Pty Ltd reserves the right without notice to alter the price of services whether or not deposit or part payment has been received by Rapid Couriers (Aust) Pty Ltd for such services and to invoice the customer for any such extra amount where the costs of the services to Rapid Couriers (Aust) Pty Ltd has altered due to circumstances beyond its control including but without limiting the generality of the foregoing any variation in Rapid Couriers (Aust) Pty Ltd' taxes, levies, imposts, duties, premiums, fees or charges however designed, and to correct errors and omissions.
- f. Any quotation by Rapid Couriers (Aust) Pty Ltd is merely an invitation to the customer to treat with Rapid Couriers (Aust) Pty Ltd and does not constitute an offer. Unless otherwise agreed in writing by Rapid Couriers (Aust) Pty Ltd, a quotation will remain valid for 7 business days from the date of the quotation after which date it is subject to alteration or withdrawal without notice.
- g. The customer's order will be deemed to be an offer to Rapid Couriers (Aust) Pty Ltd subject to these conditions.
- h. Prices are subject to change without notice.
- i. Due to a range of continuous costs with various fuels, it has become essential to introduce a variable monthly fuel surcharge with the start of new and existing accounts. This surcharge will change due to the increase or decrease of price within the fuel industry. This charge will be added to your invoice and shown as a fuel levy. The fuel levy is calculated as a percentage basis.

5. CANCELLATION

- a. Subject to clause 5.2, no purported cancellation or suspension of a contract or any part thereof by the customer shall be binding on Rapid Couriers (Aust) Pty Ltd
- b. Notwithstanding clause 5.1 Rapid Couriers (Aust) Pty Ltd may agree to suspend or cancel a contract or any part thereof PROVIDED the agreement of Rapid Couriers (Aust) Pty Ltd to suspend or cancel is in writing and the customer pays to Rapid Couriers (Aust) Pty Ltd what Rapid Couriers (Aust) Pty Ltd considers to be a fair and reasonable amount to fully compensate Rapid Couriers (Aust) Pty Ltd for any costs, expenses, loss of profit and consequential damage that Rapid Couriers (Aust) Pty Ltd has or may suffer as a result of such suspension or cancellation.

6. PAYMENT

- a. Payment is to be made to Rapid Couriers (Aust) Pty Ltd for services is to be made prior to the provision of services by Rapid Couriers (Aust) Pty Ltd
- b. If the customer fails to comply with the terms of payment in paragraph 6.1 hereof then:
 - i. The customer agrees that it will pay Rapid Couriers (Aust) Pty Ltd a late payment charge amount to two (2) per centum per month or part thereof on monies from time to time in respect of services including all charges from time to time owing by the customer if monies due are not paid within 14 days of invoice where credit is granted.
 - ii. all costs, charges and expenses incurred by Rapid Couriers (Aust) Pty Ltd in enforcing or attempting to enforce any of its rights under the contract (including recovering any unpaid amounts) and in the case of legal costs arising from or associated with any proceedings in a Court, Tribunal or other such body or person authorised or otherwise empowered to conclusively determine any issue in dispute between the

- customer and Rapid Couriers (Aust) Pty Ltd such costs will be payable on a "solicitor and own client" basis.
- iii. Rapid Couriers (Aust) Pty Ltd reserves the right to discontinue or suspend the supply of services to the customer.
 - iv. Rapid Couriers (Aust) Pty Ltd reserves the right to withdraw at any time any credit facilities extended to the customer where payment is not received or where such other acts or omissions of the customer are objectionable to Rapid Couriers (Aust) Pty Ltd
 - c. If any statutory charge, duty or impost is levied in respect of the services which has not been allowed for by Rapid Couriers (Aust) Pty Ltd in calculating its charges then, provided it has been levied after the date of contract, the same shall be borne by the customer and the charges shall be increased accordingly.
 - d. Where Rapid Couriers (Aust) Pty Ltd charges are calculated by weight, measurement or value, Rapid Couriers (Aust) Pty Ltd may at any time reweigh, revalue or remeasure or require the Goods to be reweighed, revalued or remeasured and make proportional additional charges accordingly.
 - e. Labour and use of mechanical equipment to load and unload goods are the responsibility of and at the expense and risk of the customer.
 - f. Any expenses and charges incurred by Rapid Couriers (Aust) Pty Ltd as a result of the nature of the goods carried or stored including in complying with any relevant law or with any order or requirement thereunder or with the requirement of any harbour, dock, railway, shipping, customs warehouse or other authority or company will be paid by the customer and additional charges will be paid on such goods if deemed necessary by the company.
 - g. No discount shall be allowed except where otherwise agreed by Rapid Couriers (Aust) Pty Ltd in writing.
 - h. Where a customer opens an account with Rapid Couriers (Aust) Pty Ltd the customer may be required to nominate referees or guarantors (that shall be acceptable to Rapid Couriers (Aust) Pty Ltd) prior to credit trading being approved by Rapid Couriers (Aust) Pty Ltd
 - i. The customer authorises Rapid Couriers (Aust) Pty Ltd (its servants and agents) to make all reasonable inquiries to verify that the information given to Rapid Couriers (Aust) Pty Ltd by the customer and that the customer can satisfy its commitments pursuant to these terms and conditions Rapid Couriers (Aust) Pty Ltd
 - j. Invoices may be issued by Rapid Couriers (Aust) Pty Ltd and will be payable by the customer in respect of every service notwithstanding that the balance of the order has not been nor will not be performed for any reason.
7. PROVISION OF SERVICE.
- a. Rapid Couriers (Aust) Pty Ltd will endeavour to deliver the services within the customers required delivery period, but subject to Clause 72 shall not in any event be liable for any loss or damage directly or indirectly sustained from any failure to deliver within such period. Time shall not be the essence of this Contract and any delay shall not be the basis of the customers cancellation of this Contract.
 - b. Rapid Couriers (Aust) Pty Ltd shall not be liable for any loss or damage resulting from any failure to give notice of any delay in delivery.
 - c. Rapid Couriers (Aust) Pty Ltd reserves the right to deliver the services by instalments at its absolute discretion and in such circumstances the customer shall accept delivery of the services by instalments.
 - d. Where in order to provide the services, Rapid Couriers (Aust) Pty Ltd enters upon the customers premises or other premises at the direction of the customer, the customer shall provide full and safe access to Rapid Couriers (Aust) Pty Ltd and shall be liable for and indemnify Rapid Couriers (Aust) Pty Ltd against the cost of all loss, damage to property and injury to persons; occurring directly or indirectly as a result of the failure by the customer to ensure the said full and safe access.
 - e. The customer shall be responsible for providing an adequate area for the loading and unloading of goods at its premises or the nominated premises, and where goods are collected the customer shall ensure that the goods are all available for collection at an easily accessible central point and that they are ready for loading at the time Rapid Couriers (Aust) Pty Ltd arrives to collect them.
 - f. Claims by the customer for damaged deliveries must be made upon Rapid Couriers (Aust) Pty Ltd within 24 hours of delivery.
 - g. Rapid Couriers (Aust) Pty Ltd will not be liable or responsible for any loss or damage, cost or expense suffered by the customer resulting directly or indirectly from any failure by Rapid Couriers (Aust) Pty Ltd to fulfil any of the terms and conditions herein, including any obligation or liability in respect of any damage of any goods transported, if such damage is due to any delay or other cause beyond the control of Rapid Couriers (Aust) Pty Ltd
 - h. Payment for services shall be made on or before the due date for payment stipulated by Rapid Couriers (Aust) Pty Ltd
 - i. Rapid Couriers (Aust) Pty Ltd reserves the right to withdraw credit (if granted) at any time and substitute cash with order or cash on delivery or any other terms.
 - j. Unless otherwise expressly appropriated by Rapid Couriers (Aust) Pty Ltd, payments shall be deemed to discharge the customer's oldest debt and shall first reduce any costs or interest outstanding before reducing the principal debt.
 - k. Freight shall be considered earned whether goods are delivered to the customer or not, and whether damages or otherwise. Under no circumstances will any payment for freight be refunded.
 - l. Rapid Couriers (Aust) Pty Ltd reserves the right to require the customer to pay, at any time prior to completion of a contract, such part or whole of the contract price as Rapid Couriers (Aust) Pty Ltd considers appropriate.
 - m. Any special instruction to the effect that the payment will be made by a party other than the customer will not relieve the customer from liability to make payment by the due date if the other party defaults in payment.
 - n. Carriage shall commence when Rapid Couriers (Aust) Pty Ltd takes possession of the goods.
 - o. Carriage shall (unless otherwise previously determined) end when the goods are tendered at the usual place of delivery at the consignee's address within the customary cartage hours.
 - p. Rapid Couriers (Aust) Pty Ltd' responsibility for carriage ceases at the pre-agreed point of delivery.
 - q. Should the consignee named on the consignment note not be in attendance during normal trading hours or at the time specified, or if Rapid Couriers (Aust) Pty Ltd arrives to effect delivery at the consignee's premises and is delayed in effecting prompt delivery at the said premises for any reason whatsoever outside Rapid Couriers (Aust) Pty Ltd' control, then Rapid Couriers (Aust) Pty Ltd reserves the right to make an additional charge for every call made or for the amount of time of any delay until delivery is effected.
 - r. Rapid Couriers (Aust) Pty Ltd will be required to release goods only against production of the receipt (if any) given to it in respect thereof. If any such receipt is lost Rapid Couriers (Aust) Pty Ltd may require, in lieu of satisfactory evidence of ownership of the goods, an appropriate indemnity or guarantee.
 - s. The customer shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the carrier be deemed reasonable or necessary in the circumstances.
8. PRIVATE CARRIER
Rapid Couriers (Aust) Pty Ltd is not a common carrier and accepts no liability as such. Rapid Couriers (Aust) Pty Ltd may, at its discretion, refuse the carriage or storage of goods for any party and the carriage or storage of any class of goods. All goods or articles are carried or transported and all storage and other services are performed by the carrier subject only to these terms and conditions.
9. METHOD OF CARRIAGE AND STORAGE
- a. Although Rapid Couriers (Aust) Pty Ltd will endeavour to comply with any reasonable directions of the customer, Rapid Couriers (Aust) Pty Ltd may carry or store goods or have them carried or stored by any method which Rapid

Couriers (Aust) Pty Ltd in its absolute discretion deems fit, despite any instructions verbal or otherwise that goods are to be carried by or stored in a certain mode. Rapid Couriers (Aust) Pty Ltd reserves the right to charge for demurrage at the rate charged to Rapid Couriers (Aust) Pty Ltd directly or indirectly by any railway or shipping or other authority or by any other person firm or company.

- b. Rapid Couriers (Aust) Pty Ltd may arrange for the carriage of goods by any independent contractor or sub contractor.
- c. If the contract between Rapid Couriers (Aust) Pty Ltd and the customer requires Rapid Couriers (Aust) Pty Ltd to employ the services of any other person, Rapid Couriers (Aust) Pty Ltd is authorised to do so as agent for the customer and to accept on the customer's behalf the terms and conditions offered by that other person and the customer fully indemnifies Rapid Couriers (Aust) Pty Ltd in relation to all liabilities incurred by or claims made against Rapid Couriers (Aust) Pty Ltd in respect of the engagement of such person.
- d. Rapid Couriers (Aust) Pty Ltd may cause or allow any conveyance containing the goods to deviate from the usual or intended route and to stop at any place en route.

10. CUSTOMERS SPECIAL REQUIREMENTS

Changes to the details at the customer's request either at the time of placing the order or thereafter will only be accepted at Rapid Couriers (Aust) Pty Ltd's discretion. Such changes will only take effect when agreed in writing by Rapid Couriers (Aust) Pty Ltd and which may result in a price increase.

11. WARRANTIES AND EXTENT OF LIABILITY

a. The customer warrants that:

- i. if any of the goods are subject to the control of Customs, all customs duty, excise duty and costs which Rapid Couriers (Aust) Pty Ltd becomes liable to pay and shall pay in respect of such goods pursuant to any law relating to customs or excise shall be paid by the customer;
- ii. the customer has fully and adequately described the goods on the consignment note;
- iii. it is the owner of the goods (and any packing and equipment associated therewith) or is authorised by the owner to accept these conditions on the owner's behalf.
- iv. It shall be solely responsible for and shall hold Rapid Couriers (Aust) Pty Ltd fully indemnified against any expense incurred or loss or damage suffered by Rapid Couriers (Aust) Pty Ltd as a result of
 - (1) a breach of the customer of any warranty or other provision of these conditions;
 - (2) any error, omission, misstatement or misrepresentation by the customer or other owner of the goods or by any servant or agent of either of them or insufficient or improper labelling or addressing of the goods;
 - (3) any claims made against Rapid Couriers (Aust) Pty Ltd resulting from loss of or damage to property or injury to persons caused by or arising out of the carriage by Rapid Couriers (Aust) Pty Ltd of dangerous goods (as referred to in the Australian Code for the Transport of Dangerous Goods by Road and Rail, air Navigation Order Pt 33 and the International Maritime Dangerous Goods Code) whether or not declared by the customer as such;

i. The goods that are given to Rapid Couriers (Aust) Pty Ltd are not or do not contain any banned or illegal substance or material that if Rapid Couriers (Aust) Pty Ltd were aware of the true contents Rapid Couriers (Aust) Pty Ltd would decline to transport having regard to the fact that the transportation of such materials or substance would constitute an illegal act. In the event that the customer breaches this covenant the customer indemnifies Rapid Couriers (Aust) Pty Ltd to the full extent permitted at law for any loss or damage so sustained.

b. Rapid Couriers (Aust) Pty Ltd warrants that nothing contained in this warranty shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of the services of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State or Territory statute which by law cannot be excluded, restricted or modified PROVIDED THAT to the extent that any such statute permits Rapid Couriers (Aust) Pty Ltd to limit its liabilities to compensate or indemnify any person for breach of a condition or warranty implied thereby, then the respective liabilities of Rapid Couriers (Aust) Pty Ltd for such breach shall be limited to the replacement of the services.

c. Subject to Clause 11.2 and any legislation to the contrary:

- i. representations and agreements not expressly contained herein shall not be binding upon Rapid Couriers (Aust) Pty Ltd as conditions, warranties or representations; all such conditions, warranties and representations on the part of Rapid Couriers (Aust) Pty Ltd, whether express or implied, statutory or otherwise, whether collateral or antecedent or otherwise are hereby expressly negated and denied;
- ii. Rapid Couriers (Aust) Pty Ltd shall be under no liability to the customer for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of Rapid Couriers (Aust) Pty Ltd or Rapid Couriers (Aust) Pty Ltd's agents;
- iii. The customer shall indemnify Rapid Couriers (Aust) Pty Ltd against any claims made against Rapid Couriers (Aust) Pty Ltd by any third party in respect of any such loss, damage, death or injury as is set out in Clause 11.3.2 hereof and the customer further agrees to indemnify Rapid Couriers (Aust) Pty Ltd against all losses and expenses which Rapid Couriers (Aust) Pty Ltd may suffer or incur due to the failure of the customer fully to observe its obligations under this contract.
- iv. The customer agrees to indemnify Rapid Couriers (Aust) Pty Ltd against all losses suffered by and claims made against Rapid Couriers (Aust) Pty Ltd resulting from loss of or damage to property or injury to persons caused by or arising out of the carriage by Rapid Couriers (Aust) Pty Ltd of Dangerous Goods whether or not declared by the customer as such (per the Australian Code for the Transport of Dangerous Goods by Road and Rail).

d. Any term, representation, condition or warranty in respect of the quality, condition or description of the services, whether implied by statute, common law, trade usage, custom or otherwise is hereby expressly excluded from this contract.

2. STORAGE CONDITIONS

Rapid Couriers (Aust) Pty Ltd reserves the right at all times and without notice to:

- a. store the goods at any place whatsoever and whatsoever irrespective of other goods there stored, change the day or time of intended movement of the goods or move the goods from one location to another whether at the same premises or elsewhere provided Rapid Couriers (Aust) Pty Ltd's commitments in respect of the goods to the customer remain unaffected;

3. INDEMNITY

To the full extent permitted by law the customer:

In respect of any clause in these terms and conditions which excludes or in any way limits the liability of Rapid Couriers (Aust) Pty Ltd in respect of the supply of services, Rapid Couriers (Aust) Pty Ltd in addition to acting for itself is acting as agent of and trustee for each of its officers, servants, agents and subcontractors and also any other person or company with whom Rapid Couriers (Aust) Pty Ltd may arrange for the supply of the services and the servants of such person or company so that its servants and such person or company and his or its servants are parties to this contract so far as the said clause or

clauses containing exclusions or limitations of liability are concerned and, in so far as may be necessary to give effect to this clause, Rapid Couriers (Aust) Pty Ltd shall hold the benefit of these conditions for its officers, servants, agents and sub contractors and for any such person or company and his or its servants.

4.FORCE MAJEURE

To the full extent permitted by law the customer releases Rapid Couriers (Aust) Pty Ltd from all and any liability for and in relation to or occurring out of any failure or transaction in performance of its obligation hereunder due in part or in whole to any cause whatsoever beyond Rapid Couriers (Aust) Pty Ltd' reasonable control.

5.LIENS

a. In addition to any right conferred by any other legislation regulation or law relating to liens, goods are accepted by Rapid Couriers (Aust) Pty Ltd subject to a general lien in favour of Rapid Couriers (Aust) Pty Ltd and Rapid Couriers (Aust) Pty Ltd shall have priority over all other rights in the goods for all monies now due or which may hereafter become due to Rapid Couriers (Aust) Pty Ltd by Rapid Couriers (Aust) Pty Ltd or other owner or person interested in the goods on any account in respect of any services supplied by Rapid Couriers (Aust) Pty Ltd.

b. If the lien is not satisfied, goods are not collected, and/or through no fault of Rapid Couriers (Aust) Pty Ltd, goods are not able to be delivered (the happening of any of these events referred to below as "default"), Rapid Couriers (Aust) Pty Ltd may, at its option upon the expiration of twentyeight days from serving the customer with written notice of default either:

- i. remove such goods or part thereof and move store or deliver them in or to such place and manner as Rapid Couriers (Aust) Pty Ltd shall think proper and at the risk and expense of the customer; and/or
- ii. sell such goods or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for any loss or damage thereby caused.

c. The exercise by Rapid Couriers (Aust) Pty Ltd of its rights under this clause will not prejudice or in any way limited either Rapid Couriers (Aust) Pty Ltd' right to sue the customer for any monies which remain owing after exercise of such rights or any other rights Rapid Couriers (Aust) Pty Ltd may have against the customer under these conditions or otherwise.

d. On the exercise by Rapid Couriers (Aust) Pty Ltd of its power of sale and payment or tender of the proceeds (if any) to the customer after deduction of all proper charges and expenses in relation thereto and of all outstanding monies shall discharge Rapid Couriers (Aust) Pty Ltd from all liability in respect of the relevant goods.

For this purpose, the customer appoints Rapid Couriers (Aust) Pty Ltd as its Power of Attorney to do all necessary acts and sign all necessary documentation to dispose of the customers goods in the event that the customer has failed to make payment to Rapid Couriers (Aust) Pty Ltd in accordance with the terms and conditions of this contract.

In addition to any lien to which Rapid Couriers (Aust) Pty Ltd may be entitled by statute or common law, Rapid Couriers (Aust) Pty Ltd shall in the event of the customer's insolvency, bankruptcy or winding up, be thereupon entitled to a general lien on all property whatsoever owned by the customer and in Rapid Couriers (Aust) Pty Ltd' possession at the time. Such lien will cover the unpaid price of any services supplied by Rapid Couriers (Aust) Pty Ltd to the customer.

6.INSURANCE

a. Unless otherwise agreed by Rapid Couriers (Aust) Pty Ltd in writing, it is the responsibility of the customer to ensure that adequate insurance covers arranged in view of the application of all clauses of these conditions.

b. If Rapid Couriers (Aust) Pty Ltd does agree to effect insurance all prior statements and representations or collateral warranties that may have been given whether oral or in writing by Rapid Couriers (Aust) Pty Ltd or its servants or agents prior to the delivery of the goods and/or services are expressly excluded to the full extent allowed by law and accordingly Rapid Couriers (Aust) Pty Ltd is released by the customer from any liability as a result of such statement or representation.

7.TERMINATION

a. Rapid Couriers (Aust) Pty Ltd may by notice in writing effective immediately (and without liability to the customer for any loss thereby caused) suspend or terminate any contract with the customer if:

- i. the customer commits any breach of any of these conditions or any other contract with Rapid Couriers (Aust) Pty Ltd;
- ii. the customer compounds with or negotiates for any composition with its creditors generally;
- iii. being an individual, the customer dies, becomes permanently incapacitated, or has a trustee appointed or a receiving order made against him or commit any act of insolvency;
- iv. being a body corporate or legal person, the customer calls any meeting of its creditors or has a liquidator, provisional liquidator, official manager, mortgagee, mortgagee's agent, receiver or administrator of all or any of its assets appointed or enter into any liquidation (other than solely for reconstruction or amalgamation while solvent) or commit any other act of insolvency;
- v. the financial position of the customer, or some other fact or circumstance, leads Rapid Couriers (Aust) Pty Ltd to believe on reasonable grounds that the customer is likely to materially fail to complete its obligations under any contract with Rapid Couriers (Aust) Pty Ltd.

b. In the event of termination of a contract by Rapid Couriers (Aust) Pty Ltd:

- i. Rapid Couriers (Aust) Pty Ltd will be entitled to exercise any and all of its rights under clause 16 of these conditions;
- ii. Rapid Couriers (Aust) Pty Ltd will be entitled by notice in writing to the customer to declare immediately due and payable any amounts outstanding from the customer to Rapid Couriers (Aust) Pty Ltd under this or any other agreement (such sums thereby becoming forthwith due and payable); and
- iii. Rapid Couriers (Aust) Pty Ltd may claim damages from the customer for breach of contract.

The customer shall not rely upon Rapid Couriers (Aust) Pty Ltd' expertise or judgement as to fitness or suitability of use for which the customer may require the goods and or services.

Any mistake on any quotation, order, invoice, delivery docket or other document issued by Rapid Couriers (Aust) Pty Ltd in relation to the services will not be binding on Rapid Couriers (Aust) Pty Ltd and Rapid Couriers (Aust) Pty Ltd may, in its discretion, issue such amended document as is required to rectify such mistake. The customer shall comply with Rapid Couriers (Aust) Pty Ltd' amended document.

8.WAIVER

Failure by Rapid Couriers (Aust) Pty Ltd to insist upon strict performance by the customer of any terms and conditions contained herein shall not be taken to be a waiver thereof or of any rights of Rapid Couriers (Aust) Pty Ltd in relation thereto and in any event shall not be taken to be a waiver of the same terms and conditions on any subsequent occasion and shall not discharge the customer from any of its obligations pursuant to these terms and conditions.

9.NOTICES

All Notices on Accounts shall be in writing and may be hand delivered or mailed postage prepaid addressed to the postal address of either Rapid Couriers (Aust) Pty Ltd or the customer (or such other address as the parties shall notify the other in writing). Any such Notice or Demand or Account shall be deemed to have been received two (2) business days after dispatch if sent by mail on the next business day if delivered by hand or facsimile transmission or telex.

10.INTERPRETATION AND LAW

a.If any part of these conditions should be held unenforceable or in conflict with the law of any relevant jurisdiction, it shall be read down to the minimum extent necessary to render it enforceable and valid and, if incapable of being read down, it will be severed and the remainder of these conditions will not be affected by such severance.

b.Notwithstanding the foregoing, Rapid Couriers (Aust) Pty Ltd and the customer agree that, before resorting to proceedings in or before any Court, Tribunal or other such body or person authorised or empowered to determine any issue in dispute between the customer and Rapid Couriers (Aust) Pty Ltd, they will each make a genuine effort and take all reasonable steps to resolve any dispute by a fact-to-face meeting between senior management convened by Rapid Couriers (Aust) Pty Ltd at a convenient time and place. Failure to do so will justify the exercise of any discretion by a Court, Tribunal or other such body or person authorised or empowered to conclusively determine any issue in dispute between the customer and Rapid Couriers (Aust) Pty Ltd, including the awarding of costs, awarding such costs on a full "indemnity costs" basis against the party who has failed to make such a genuine and reasonable effort and steps in the event that the matters of issues in dispute are so determined against that party.

c.All the rights, immunities and limitations of liability in these conditions shall continue to have their full force and effect in all circumstances despite any breach of contract of these conditions by Rapid Couriers (Aust) Pty Ltd

d.In the event of any dispute between the customer and Rapid Couriers (Aust) Pty Ltd:

i.The ordinary books, records or other documents of Rapid Couriers (Aust) Pty Ltd its servants and or agents shall be and form conclusive evidence of their contents and of any and all liability duties and obligations of or by the customer to Rapid Couriers (Aust) Pty Ltd including but not limited to any monies due and payable under the contract or otherwise by the customer to Rapid Couriers (Aust) Pty Ltd; and

ii.the customer irrevocably authorises and consents to the production by Rapid Couriers (Aust) Pty Ltd of such books, records and documents to any Court, Tribunal or other such body or person authorised or otherwise empowered to conclusively determine any issue in dispute between the customer and Rapid Couriers (Aust) Pty Ltd

e.These conditions shall be governed by and construed according to the laws of the State of Victoria where the head office of Rapid Couriers (Aust) Pty Ltd is located and the laws of the Commonwealth of Australia (where applicable) and any proceedings in respect of any matter or thing relevant to this contract shall be brought within twelve months of the making of the contract.

f.Any proceedings issued or brought shall be in the State of Victoria and heard before a Court in that State.

11.CREDIT RATING

a.The customer confirms that it accrues credit with Rapid Couriers (Aust) Pty Ltd via Rapid Couriers (Aust) Pty Ltd' cumulative of effort and time (and thus charges) and through Rapid Couriers (Aust) Pty Ltd expending (on the clients behalf) money or input on expenses, costs and charges. In confirming this, the customer acknowledges that Rapid Couriers (Aust) Pty Ltd is permitted- by virtue of Rapid Couriers (Aust) Pty Ltd assessing the customer's overall commercial, consumer or personal credit standing at any given time (either upon initial instructions, periodically, upon outstanding accounts reaching over sixty (60) days past due, etc. etc-) to give credit reporting, credit providers and other agencies or institutions information above the customer for the purpose of those agencies providers or institutions advising, suggesting, relaying or establishing to Rapid Couriers (Aust) Pty Ltd the clients ongoing abilities to service situations where credit structure etc. are in place (for whatever applicable reason and in whatever format, structure or manner the customer is involved or associated) and for the purposes of Rapid Couriers (Aust) Pty Ltd deciphering customer risk of default on credit and for generally assessing overall customer financial/credit standing. The client confirms that Rapid Couriers (Aust) Pty Ltd may particularly undertake this via sections 18E(8)(c) and 18E(1) of the Privacy Act.

12.GUARANTEE

a.If the customer is a corporation, the Directors and principals of that corporation are personally liable for payment of all accounts - and the interest referred to in clause 6.1.1. Any person who signs this Contract on behalf of such a corporation confirms personal liability for payment of those accounts and interest.

b.Rapid Couriers (Aust) Pty Ltd, having regard to the task of running and maintaining smooth and cost effective manners on behalf of all their customers, requests the customer to guarantee all payments to Rapid Couriers (Aust) Pty Ltd for its charges and miscellaneous expenses and costs undertaken. By signing or accepting receipt of this Contract, the customer accepts this request. At any given time, Rapid Couriers (Aust) Pty Ltd may request the customer to also provide a guarantor to both guarantee customer payments to Rapid Couriers (Aust) Pty Ltd and to indemnify Rapid Couriers (Aust) Pty Ltd against any failure by the customer to make any such payments.

c.The customer now confirms that it will immediately provide such guarantor upon the request of Rapid Couriers (Aust) Pty Ltd. The customer confirms that Rapid Couriers (Aust) Pty Ltd may seek- via reports from credit reporting agencies, institutions, etc.- information on provided Guarantors for the purpose's of assessing the specified Guarantors own personal creditworthiness.

d.In light of the above, the customer acknowledges that it indemnifies Rapid Couriers (Aust) Pty Ltd from loss and damage caused either through any action, occurrence or intent of the customer that may render Rapid Couriers (Aust) Pty Ltd prejudiced in any way whatsoever- or by reason of customer failure to make any payments in any form (to or via Rapid Couriers (Aust) Pty Ltd- or otherwise) either specified under this Contract of generally, through jointly and severally providing both indemnity and a charge, for these purposes, (as beneficial owners) over all freehold and leasehold interests in land or property (both real and personal) which are now held, or may be acquired, throughout the period of the currency of this Contract and thereafter.

e.The stamping of duty on an applicable Charge or Charges (in whatever format and howsoever securing a claim against land or property) shall be calculated at the Victorian State Revenue Office rate according to the amount owing (including interest) as at the date upon which the Charge is effected and stamped - the cost of which is to be paid for by the customer. The outstanding account figure owing to Rapid Couriers (Aust) Pty Ltd (for its fees) by the customer shall continue to accrue interest for the duration of the period that the account remains outstanding and shall not be limited to the stamped (or unstamped) Charge amount.

13.This Contract may only be varied in writing signed by a Director of the company.

14.If the customer consists of two or more persons this Contract binds each of them jointly and severally.

15.ASSIGNMENT

The customer fully acknowledges that this Contract is not transferable by it and may not be assigned to any other person or entity without the express approval in writing of Rapid Couriers (Aust) Pty Ltd.

At its discretion, Rapid Couriers (Aust) Pty Ltd may assign the obligations or benefits of Rapid Couriers (Aust) Pty Ltd under this Contract to any other person, firm, company, or entity.