



ABN: 84 082 807 690

Terms and Conditions of Storage

Definitions

“Provider” means HPS Transport Pty Ltd.

“Customer” means Owner or Guarantor of goods requesting the storage services.

“Agreement” means this document.

“Goods” means the Customer’s property accepted for storage service.

1. This Agreement is made with HPS Transport Pty Ltd ABN 84 082 807 690 of 33 Naweena Road Regency Park in the State of South Australia which expression includes its servants, agents, subcontractors and assigns (Hereinafter collectively referred to as “the Provider”) by the entity whose name appears on the front of and/or at the foot of this document herein described as “the Customer” and/or “the Guarantor” (hereinafter jointly and severally referred to as “the Customer”)

2. Interpretation

- 2.1 Headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.
- 2.2 These Terms and conditions are governed by the laws of the State of South Australia and any Proceedings against the Provider must be brought within one month of the making of the complaint. The Courts of the State of South Australia shall have jurisdiction in all matters.
- 2.3 If any of these terms and conditions or part thereof are unenforceable, it must be severed from and does not affect the rest of the Contract.
- 2.4 These terms and conditions do not exclude or limit the application of any laws including the Competition and Consumer Act 2010 (Commonwealth) where to do so would contravene those laws and cause any part of these terms and conditions to be void.

3. HPS Transport Storage

- 3.1 The Parties hereto agree that the Provider will not accept liability as such and will accept goods for Storage only on the terms and conditions appearing herein. The Provider may at its discretion refuse to store any goods for any person and to store any class of goods or any particular goods.
- 3.2 Any agreement by the Provider to provide storage services for the Customer will at all time be subject to these terms and conditions. Any transport services provided by HPS Transport Pty Ltd to and from any storage service provided will be subject to the HPS Transport Pty Ltd conditions of cartage.

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4. Customer's Warranties, Obligations, Undertakings & Liability

- 4.1 The Customer warrants that the Goods are fully and adequately described and are suitable for Storage and have been packed and prepared by the Customer so as to withstand the handling and storage and are at a temperature which is optimum for their preservation. The Provider may refuse to store any Goods which are inadequately packaged or whose packaging has been damaged prior to receiving it the same.
- 4.2 The Customer warrants that the Goods are not explosive, inflammable or otherwise dangerous and that their storage by the Provider will not give rise to any unusual danger or hazard. The Provider may refuse to store any Goods which are or may become explosive, inflammable or dangerous.
- 4.3 If in the Provider's opinion the Goods are or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature the Provider may, at the Customer's expense, at any time destroy, dispose of or abandon or render the Goods harmless without compensation to the Customer and without prejudice to the Provider's right to payment from the Customer.
- 4.4 The Customer shall package the Goods so that they fit within the dimensions of a Chep Wooden Pallet Australian Standard and will be liable for any costs or damages resulting from or arising out of their failure to comply with this requirement.
- 4.5 If the Provider accepts pallets or other packing devices from the Customer, the Provider shall do so on the basis that all charges pertaining to the pallets, packing devices or other material shall be paid by the Customer. In the event of the Provider acknowledging receipt of the pallets, packing devices or other material the Provider shall do so on behalf of the Customer provided the Customer accepts full responsibility for them and storage charges thereon.
- 4.6 The Customer on their letter head paperwork to provide the Provider with an accurate description and quantity of the Goods to be stored in a clear and legible manner. The Provider can refuse to store the Goods where the Customer's paperwork is not fully completed and legible or does not appear to comply with the Good to be stored.
- 4.7 The Customer shall label each pallet of Goods to be stored with the Customer's name, product description and storage temperature required for optimum shelf life of the Goods. Labels must be no less than 20cm x 14cm and completed in a clear and legible manner. The Provider has the right to refuse to store any Goods that are not labelled or where the information on each label is not legible.
- 4.8 The Customer is to palletise the Goods for storage at a height no greater than 1.2 metres which is inclusive of the pallet(s) height and the total weight of the product(s), packaging and pallet(s) must not exceed 1050kgs.

5. Parties Bound

- 5.1 The Customer warrants that where any documentation or instruction , whether verbal or written is given to the Provider by a person purporting to act on behalf of the Customer then the Provider can accept and act upon such documentation or instruction and the Customer shall be bound thereby without the Provider being required to enquire into the bone fides of such person.

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6. Liability

- 6.1 The Goods are at the risk of the Customer from the time that they are received by the Provider for storage until such time as they are removed from storage.
- 6.2 Subject only to clause 2.4 herein the Goods are at the risk of the Customer and not the Provider, and the Provider shall not be responsible to the Customer or any other person whatsoever in tort or contract or bailment or otherwise for any, and the consequences of any loss of or damage to or deterioration of Goods or failure or delay of Goods into or out of Storage including chilled, frozen, refrigerated or perishable Goods for any reason whatsoever including without limiting the foregoing the negligence breach of contract or failure to follow instructions given to it by or on behalf of the Customer or wilful act or default of the Provider or any person acting under authority of the Provider or others and this clause shall apply to all, and the consequences of all, such loss of or damage to or deterioration of Goods or failure or delay to despatch Goods from storage as aforesaid whether or not the same occurs in the course of performance by or on behalf of the Provider of the contract or in events which are foreseeable by them or either of them or in the events which could constitute a fundamental breach of a fundamental term thereof.
- 6.3 Insurance of Goods will not be affected for the benefit of the Customer.
- 6.4 The Customer shall indemnify the Provider against:
- (a) Any loss or damage which may be suffered by the Provider as a result of any breach by the Customer of the Agreement;
 - (b) Any loss or damage to the Provider's storage facility or other equipment which occurs due to the nature or condition of the Goods;
 - (c) All costs, demands, claims or expenses whatsoever and by whomsoever made arising as a result of the Customer making an incorrect description or advising of incorrect quantity, weight and / or volume of the Goods;
 - (d) All loss (including consequential loss), damage or injury however caused arising out of the storage of any Dangerous Goods, whether declared as such or not and whether or not the Customer was aware of the nature of the Goods.
- 6.5 The Customer may request to undertake an on site inspection or stock take of the goods in storage provided reasonable notice is given to the Provider. The Customer must not do anything at the storage facility which would in any way prejudice the continuing use of the facility for the storage of food and must comply with all safety requirements and directions as set out by the Provider.
- 6.6 All employees of the Customer who enter and remain on the Provider's storage sites must be covered by the Customer's workers compensation policy.
- 6.7 The Customer must indemnify the goods from the commencement and during the term of the provision of the storage service at the Provider's premises.

7. Force Majeure

The Provider is not responsible for any failure to perform its obligations under the contract for storage of goods if it is prevented from or delayed in performing those obligations by an event of force majeure.

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8. Deviation

The Customer authorises the Provider to arrange with any other person, firm or company (hereinafter refer to as “the subcontractor”) to undertake the storage of Goods hereby contracted for and the Provider shall be deemed to act as the agent for such subcontractor which shall be entitled to the benefit of these terms and conditions to the same extent as the Provider.

9. Provider’s Charges

- 9.1 The Customer acknowledges and agrees that charges for storage, handling in, handling out, pick & pack and on demand stocktakes are payable by it to the Provider as soon as the Goods are received for storage.
- 9.2 The Customer will pay monies in AUD by way of credit card on or before storage of Goods commences unless a current trading account has been established in which case payment must be in accordance with the terms thereof.
- 9.3 In addition to the charges negotiated between the parties for the storage of Goods, the Customer will also pay or reimburse the Provider such expenses or charges payable to any government, semi government or other regulatory body to comply with any law or regulation applicable to the storage of the Goods in question or any impost in relation to carbon usage and any fuel surcharges.
- 9.4 The Provider has a general lien on the Customer’s goods held in storage during such time when storage fees and other monies for the provision of the storage service remain due to the Provider as written under section 6 of the Warehouse Liens and Storage Act 1990.

10. Complaints

- 10.1 The Customer must ensure that the Goods received from storage are inspected immediately.
- 10.2 Any complaints about Goods received from storage in an unacceptable condition or short supply or temperature variation or for any reason must be made immediately in writing then immediately emailed to the Provider at Adelaide@hpstransport.com or faxed to 08 8244-3792. Failure to immediately notify a complaint is evidence of satisfactory performance by the Provider of its obligations.

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This agreement is made between:-

HPS Transport Pty Ltd known as "the Provider" and

**(registered name of business).....
known as "the Customer".**

The Customer accepts the Provider's terms and conditions of storage that are made available to the Customer prior to the commencement of the storage service and at any time during the provision of the storage service.

The parties hereto agree that the Customer accepts the storage services in respect of the goods entirely at the risk of the Customer. The Provider accepts no Liability or responsibility for any claim of loss, damage, temperature variation, ullage, liability cost or expense concerning the goods whatsoever.

The Customer indemnifies and will keep indemnified the Provider from the commencement and during the term of the provision of the storage service at the Provider's premises.

The Customer must provide a certificate of currency of insurance to the Provider during the term of the provision of storage at the Provider's premises and on each occasion of renewal of the insurance policy.

Rates for the storage service

Description Of Goods	Storage Temperature Required	Storage Price Per Pallet Per Week Or Part There Of	Handling In Or Handling Out Price Per Pallet	Pick & Pack Price Per Pallet	Price For On Demand Stocktake

(Please Note: Minimum Storage Service Fee per Week is \$45.00 + GST)

ACCEPTANCE AND ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS OF STORAGE

.....
(Name & Address of Customer)

Hereby acknowledges understanding and acceptance of the Provider's terms and conditions of storage from Page 1 through to Page 4 on the Day/ Month/Year which shall apply to all goods stored on the Customer's behalf from the date hereof.

.....
(Name of person authorised by the Customer to sign this Acceptance & Acknowledgement)

.....
(Signature)