

1. Definitions

- 1.1 "GSA" shall mean G.S.A Freight Logistics Pty Ltd, and its successors and assigns or any person acting on behalf of and with the authority of G.S.A Freight Logistics Pty Ltd.
- 1.2 "Sub-Contractor" shall mean and include;
- (a) railways or airways operated by the Commonwealth or any State or any other country or by any corporation; or
 - (b) any other person or entity with whom GSA may arrange for the carriage or storage of any Goods the subject of the contract; or
 - (c) and any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in clause 1.2(a) and 1.2(b).
- 1.3 "Client" shall mean the Client or any person or persons acting on behalf of and with the authority of the Client. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 1.4 "Consignee" shall mean the person to whom the Goods are to be delivered by way of GSA's Services.
- 1.5 "Goods" shall mean cargo together with any container, packaging, or pallet(s) to be moved from one place to another by way of GSA's Services, or for storage by GSA.
- 1.6 "Services" shall mean all services provided by GSA to the Client (including, but not limited to, anything done or to be done in relation to the Goods, or ancillary to the Goods such as moving, storing or leaving the Goods at any warehouse, yard, terminal, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods, or fumigating, transshipping, or otherwise handling the Goods, or anything else done in relation thereto), including the offering of any advice or recommendations.
- 1.7 "Dangerous Goods" means cargo which are volatile or explosive, or which is or may become dangerous, inflammable or offensive (including radioactive materials) or which may become liable to damage any person or property whatsoever.
- 1.8 "Price" shall mean the cost of the Services as agreed between GSA and the Client subject to clause 5 of this contract.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
- 2.2 These terms and conditions are to be read in conjunction with GSA's quotation, consignment note, agreement, airway bills, bill of lading, manifests, or any other forms as provided by GSA to the Client. Subject to clause 2.4, if there are any inconsistencies between these documents then the terms and conditions contained in this document shall prevail.
- 2.3 These terms and conditions may only be amended with GSA's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and GSA.
- 2.4 Where the Services provided with GSA is international carriage for which a bill of lading, consignment note, or other document (having contractual effect) has been issued, and notwithstanding any other provision of these terms and conditions, GSA shall be entitled to the benefit of any restrictions on its liability contained in such document.
- 2.5 GSA carries on the business of a clearing and forwarding agent; any carriage of the Goods which it undertakes is merely incidental thereto, and the Client acknowledges and accepts that GSA is not a Common Carrier and will accept no liability as such. All articles are carried or transported, and all storage and other services are performed, by GSA subject only to these conditions and GSA reserves the right to refuse the carriage or transport, or storage, of articles for any person, corporation or body, and the carriage or transport of any class of articles, at its discretion.
- 2.6 The Client hereby authorises GSA (if it should think fit to do so) to arrange with a Sub-Contractor for provision of Services in relation to the Goods that are the subject of the contract. Any such arrangement shall be deemed to be ratified by the Client upon delivery of the said Goods to such Sub-Contractor, who shall (in addition to any person(s) falling under clause 15.3) thereupon be entitled to the full benefit of these terms and conditions to the same extent as GSA. In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled, GSA shall be deemed to enter into this contract for its own benefit and also as agent for the Sub-Contractor.
- 2.7 Where it is intended (by special instruction to GSA) that a third party is to be responsible for the payment of the Price, such instruction shall be deemed to include a stipulation that if that nominated party does not pay the Price within seven (7) days of delivery (or attempted delivery) of the Goods, then the Client shall pay the Price to GSA upon demand thereby.
- 2.8 The Client acknowledges that GSA will, for the purposes of customs duty, classify the Goods, compile the Goods for customs purposes and calculate the customs duty payable on the Goods based on the information provided by the Client to GSA in relation to the Goods. GSA shall not be liable for any mistake in classification, or compiling of the Goods or calculation of customs duty resulting from the failure of the part of the Client to provide sufficient information to GSA concerning the Goods so as to enable GSA properly to classify and compile the Goods and properly calculate the customs duty on the Goods.
- 2.9 In the event that an examination of the Goods is required by any statutory authority or other person authorised by the Client or entitled to examine the Goods, GSA shall not be responsible for failure to arrange, or delay in arranging such examination unless GSA shall have been given sufficient written notice by the Client to enable it to arrange such examination.

3. Change in Control

- 3.1 The Client shall give GSA not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by GSA as a result of the Client's failure to comply with this clause.

4. Freight Forwarding

- 4.1 Except to the extent that any of the Services shall be actually performed by GSA, GSA shall act as a forwarding agent only. GSA shall be entitled, to enter into contracts on behalf of and as agent for the Client and without notice to the Client, for the carriage of the Goods by any route, means and carrier, for the storage, packing, trans-shipment, unloading, loading or handling of Goods by any person at any place and for any length of time, and for such other matters as in the opinion of GSA may be necessary or desirable to the performance of the Services. The Client hereby appoints GSA the agent of the Client for the purpose of entering into any contract, upon such terms and conditions, as GSA may in its absolute discretion think fit. The Client shall be bound by the terms of any consignment note, air waybill or other contractual document which GSA may receive for the Goods, or for any package, unit or container in which the Goods may be packed, whether by the Client, GSA, or any other person.

5. Price and Payment

- 5.1 At GSA's sole discretion the Price shall be either;
- (a) as indicated on invoices provided by GSA to the Client in respect of Services supplied; or

- (b) GSA's quoted Price (subject to clause 5.2) which shall be binding upon GSA provided that the Client shall accept in writing GSA's quotation within thirty (30) days.
- 5.2 GSA may:
- (a) by giving notice to the Client increase the Price of the Services to reflect any increase in the cost to GSA beyond the reasonable control of GSA (including, without limitation, foreign exchange fluctuations, or increases in taxes, customs duties, insurance premiums, or warehousing costs, etc.);
- (b) charge freight by weight, measurement or value, and may at any time re-weigh, or re-value or re-measure or require the Goods to be re-weighed, or re-valued or re-measured and charge proportional additional charges accordingly.
- 5.3 At GSA's sole discretion, a non-refundable deposit may be required prior to provision of the Services
- 5.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by GSA, which may be:
- (a) the date specified on any invoice or other form as being the date for payment; or
- (b) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by GSA.
- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price), or by any other method as agreed to between the Client and GSA.
- 5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to GSA an amount equal to any GST GSA must pay for any provision of Services by GSA under this or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other customs and/or excise duties, costs, fines or penalties, and/or other taxes and duties that may be applicable, in addition to the Price except where they are expressly included in the Price.
- 6. Obligations of the Client**
- 6.1 The Client:
- (a) warrants that it is either the owner, or the authorized agent of the owner, of the Goods and that it is authorised to accept and accepts these terms and conditions, not only for itself, but also as agent for and on behalf of the owner;
- (b) undertakes to indemnify GSA in respect of any liability whatsoever and howsoever arising (including without limiting the forgoing from negligence, breach of contract, wilful act or default of GSA or others, or the conversion or misappropriation of the Goods by GSA's servants, agents, or sub-contractors) in connection with the provision of the Services and/or the Goods to any person (other than the Client) who claims to have, who has, or may hereafter have, any interest in the Goods, or any part of the Goods;
- (c) warrants that they have complied with all laws and regulations relating to the nature, condition, packaging, handling, storage and carriage of the Goods, and that the Goods are packed to withstand the ordinary risks of handling, storage and carriage, having regard to their nature and indemnifies GSA for all liability and all costs incurred as a result of, or arising out of, a breach of this warranty. Further, the Client shall provide to GSA all such assistance, information and documentation that may be necessary to enable GSA with such laws and regulations;
- (d) shall not tender for the provision of Services by GSA, any Dangerous Goods without presenting to GSA a full description thereof, disclosing their nature. In any event, the Client shall be liable for all death, bodily injury, loss and/or damage thereby caused and shall indemnify GSA for such liability;
- (e) shall give sufficient and executable instructions (including address adequately each consignment, and provide written delivery instructions, to enable effective delivery);
- (f) warrants that the description and particulars of the Goods are complete and correct;
- (g) warrants that the Goods are properly packed and labelled, except where GSA has accepted instructions in respect of packaging and/or labelling.
- 7. Consignment Note**
- 7.1 It is agreed that the person delivering any Goods to GSA for carriage or forwarding is authorised to sign the consignment note for the Client.
- 8. Client-Packed Containers**
- 8.1 If a Container has not been stowed by or on behalf of GSA, GSA shall not be liable for loss of or damage to the Goods caused by:
- (a) the manner in which the Container has been stowed; or
- (b) the unsuitability of the Goods for carriage or storage in Containers; or
- (c) the unsuitability or defective condition of the Container.
- 9. Provision of the Services**
- 9.1 The Client shall be deemed to authorise any deviation from the usual manner in which the Services are provided that may in the absolute discretion of GSA be deemed reasonable or necessary in the circumstances.
- 9.2 If the Client instructs GSA to use a particular method of providing the Services GSA will give priority to the method designated; but if that method cannot conveniently be adopted by GSA, the Client shall be deemed to authorise GSA to provide the Services by another method.
- 9.3 Any time specified by GSA for provision of the Services is an estimate only and GSA will not be liable for any loss or damage incurred by the Client as a result of delay. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that GSA is unable to provide the Services as agreed solely due to any action or inaction of the Client, then GSA shall be entitled to charge a reasonable fee for re-providing the Services at a later time and date.
- 10. Delivery**
- 10.1 GSA is authorised to deliver the Goods at the address given to GSA by the Client for that purpose and it is expressly agreed that GSA shall be taken to have delivered the Goods in accordance with this contract if at that address GSA obtains from any person a receipt or a signed delivery docket for the Goods.
- 10.2 GSA may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract.
- 10.3 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery for the purposes of this agreement.
- 11. Charges Earned**
- 11.1 GSA's charges shall be considered earned as soon as the Goods are delivered to GSA; and under no circumstances shall any of those charges be refunded.

11.2 The Client will be, and shall remain, responsible to GSA for all its proper charges incurred for any reason (including whether or not the Goods are delivered, and/or the Services are provided as instructed, and whether or not they are damaged). A charge may be made by GSA in respect of any delay in excess of fifteen (15) minutes in loading or unloading occurring other than from the default of GSA. Such permissible delay period shall commence upon GSA reporting for loading or unloading. Labour to load or unload the Goods shall be the responsibility and expense of the Client or Consignee.

12. Conditions of Storage

12.1 GSA will prepare an inventory of Goods received for storage, will provide a copy of that inventory to the Client, and will ask the Client to sign that inventory. If the Client signs the inventory, or does not do so and fails to object to its accuracy within seven (7) days of receiving it from GSA, then the inventory will be conclusive evidence of the Goods received. The inventory will disclose only visible items and not any contents unless the Client ask for the contents to be listed, in which case GSA will be entitled to make a reasonable additional charge.

12.2 GSA is authorised to remove the Goods from one warehouse to another without cost to the Client. GSA will notify the Client of the removal and advise the address of the warehouse to which the Goods are being removed not less than five (5) days before removal (except in emergency, when such notice will be given as soon as possible).

12.3 The Client is entitled upon giving GSA reasonable notice to inspect the Goods in store but a reasonable charge may be made by GSA for this service.

12.4 Subject to payment for the balance of any fixed or minimum period of storage agreed, the Client may require the Goods to be removed from the store at any time on giving GSA not less than five (5) working days notice. If the Client gives GSA less than the required notice GSA will still use their best endeavours to meet the Client's requirements, but shall be entitled to make a reasonable additional charge for the short notice.

12.5 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from GSA to do so. In default, GSA may enforce clause 17.

13. Loss or Damage

13.1 Subject to any statutory provisions imposing liability in respect of the loss of or damage to the Goods (including but not limited to chilled, frozen, refrigerated or perishable Goods):

(a) GSA shall not be responsible (in tort or contract or bailment or otherwise) for any (and the consequences of any) damage to, loss, deterioration, misdelivery, delay in delivery or failure to deliver the Goods (whether the Goods are or have been in the possession of GSA or not) nor for any instructions, advice, information or service given or provided to any person, whether in respect of the Goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay; and

(b) where any handling, installation, removal, assembly or erection of any kind whatsoever is required to be undertaken by GSA, GSA shall not be liable for any death, injury, loss or damage which may result from or arise out of what GSA undertakes.

14. Insurance

14.1 The Client acknowledges that the Goods are carried and stored at the Client's sole risk and not at the risk of GSA; insurance will not be arranged by GSA except with the express written instructions of the Client, and:

(a) at the Client's expense; and

(b) upon lodgement of a declaration as to value prior to acceptance of the Goods by GSA;

(c) GSA may charge the Client for arranging such insurance; and

(d) under no circumstance will GSA be under any liability to with respect to the arranging of any such insurance, and no claim will be made against GSA for failure to arrange or ensure that the Goods are insured adequately, or at all.

15. Claims

15.1 GSA shall be under no liability whatsoever unless:

(a) written notice of any claim, giving full particulars of any alleged loss or damages, is received by GSA within seven (7) after delivery of the Goods, or for non-delivery, within seven (7) days of the anticipated date of delivery or the removal or destruction of the Goods.; and

(b) an action shall have been commenced by the Client in a Court of competent jurisdiction within nine (9) months the provision of the Services or delivery of the Goods (or the date when the Services should have been provided, or the anticipated date of delivery of the Goods).

15.2 The failure to notify a claim within the time limits under clause 15.1 is evidence of satisfactory performance by GSA of its obligations.

15.3 The Client undertakes that no claim or allegation shall be made against any sub-contractor, servant or agent of GSA, or any other person (other than GSA) by whom the Services (or any part of the Services) are (or is) provided, and all person who are (or may be) vicariously liable for the act or omissions of any person falling within this clause, which attempts to impose upon any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to indemnify GSA and any such sub-contractor, servant or agent, or any other person aforementioned, against all consequences thereof.

16. Limitation of Liability

16.1 GSA shall not be responsible in negligence or contract or otherwise for any loss, damage, costs, fines or penalties incurred by the Client or any other person resulting from or arising out of or in connection with any quotation, advice, statement, representation or information given or made by or on behalf of GSA to the Client or others as to the classification of or any matter material to the valuation of or the liability for or the amount, scale or rate of customs and/or excise duty or other impost, tax or rate charged in respect of the Goods or any cargo whatsoever. In giving or making any such quotation, advice, statement, representation or information GSA relies solely on the particulars given by the Client who warrants that those particulars accurately and completely describe all aspects of the Goods or cargo, and the transaction(s) relating thereto.

16.2 The Client undertakes to indemnify GSA against any claim or allegation made against it by any person in connection with any liability, arising out of or relating to the provision of the Services and/or the Goods.

17. Lien on Goods

17.1 GSA shall have a right to take a particular and general lien on any Goods, the property of the Client or a third party owner, which are in the possession or control of GSA (and any documents relating to those Goods) for all sums owed at any time by the Client or a third party owner to GSA (whether those sums are due from the Client on those Goods or documents, or on any other Goods or documents), and GSA shall have the right to sell such Goods or cargo by public auction or private treaty after giving fourteen (14) days notice to the Client. GSA shall be entitled to retain the sums due to it, in addition to the charges incurred in detention and sale of such Goods or cargo, from the proceeds of sale and shall render any surplus to the entitled person.

- 17.2 Notwithstanding clause 17.1 nothing shall prejudice GSA's rights to use any of GSA's other rights and remedies contained in this agreement to recover any outstanding charges or fees payable in respect of the Goods that were not recovered out the sale of the Goods in accordance with clause 17.1, and no exception shall be taken upon the grounds that the Price realised is less than the full market value of the Goods.
- 18. Dangerous (or Prohibited) Goods**
- 18.1 Unless by prior notification and agreement, GSA will not accept or deal with:
- (a) items which it is unlawful to carry, or otherwise handle, or which can only be carried or handled with a permit;
 - (b) any Dangerous Goods;
 - (c) any perishable items, or items which require special handling or packaging;
 - (d) bullion, cash, coins, negotiable instruments, securities of any kind, precious stones, jewellery, antiques, works of art or other valuables;
 - (e) thoroughbred horses.
- 18.2 Where GSA agrees to accept, or deal with, any Goods referred to in clause 18.1, the Client must provide all documentation and information relating to the Goods (including any relevant permits necessary to enable GSA to comply with the law, and handle those Goods safely and in a manner which is likely to minimise loss.
- 18.3 If the Client is in breach of clauses 18.1 or 18.2, the Client, and any person delivering the Goods to GSA, or causing GSA to handle or deal with the Goods, shall be liable for any loss or damage caused to, or by the Goods, or by their nature, and shall indemnify and keep indemnified GSA against all loss, damages, penalties claims, costs and expenses (howsoever arising) incurred by GSA in connection therewith; and
- 18.4 If, in the opinion of GSA, the Goods are or are liable to become Dangerous Goods, they may be destroyed, or otherwise dealt with as determined, by GSA (in their absolute discretion) at the expense of the Client (or by any other person in whose custody they may be at the relevant time also at the expense of the Client), and neither GSA, nor any such other person, shall incur any liability whatsoever to the Client in relation to any action taken by them concerning the Goods.
- 18.5 Where GSA agrees to accept Dangerous Goods, if during the period of cartage, GSA, it's Sub-Contractors (or any other suitably qualified person or authority) reasonably forms the view that those Goods pose any risk to other goods, property, life or health, then the provisions of clauses 18.3 and 18.4 shall apply.
- 19. Declaration of Value**
- 19.1 The Client agrees that, except on the express instructions given in writing by the Client, no option or declaration of value for the purpose of extending or increasing the liability assumed by carriers (or warehousemen, or others) under Article 22(2) of the First Schedule to the Civil Aviation (GSA's Liability) Act 1959, the Carriage of Goods by Sea Act 1991 and Regulations 1998, or (in all other cases) where there is a choice of tariff rates, will be made (including where inserted into a bill of lading or a sea carriage document) for the purpose of extending a ship or carrier's liability.
- 20. The Commonwealth Competition and Consumer Act 2010 (CCA) and Fair Trading Acts**
- 20.1 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 20.2 Where the Client purchases Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.
- 20.3 In all cases where liability of GSA has not been excluded, whether by these terms and conditions, by statute, or by international convention or otherwise, the liability of GSA whatsoever and howsoever arising is limited to:
- (a) one hundred dollars (\$100) of the value of the Goods the subject of the agreement at the time the Goods were received by GSA, whichever is the lesser; or
 - (b) for breach of warranty implied into these terms and conditions by the CCA, or howsoever arising, is limited to any of the following (as determined by GSA):
 - (i) rectifying the Services; or
 - (ii) providing the Services again; or
 - (iii) paying for the Services to be provided again.
- 20.4 If GSA is required to rectify, re-provide, or pay the cost of re-providing the Services under clause 20.3(b) or the CCA, but is unable to do so, then GSA may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective.
- 21. Cancellation**
- 21.1 GSA may cancel any contract to which these terms and conditions apply or cancel provision of the Services at any time before the Services have been provided by giving written notice to the Client. On giving such notice GSA shall repay to the Client any sums paid in respect of the Price. GSA shall not be liable for any loss or damage whatever arising from such cancellation.
- 21.2 In the event that the Client cancels the provision of the Services, then the Client shall be liable for any loss incurred by GSA (including, but not limited to, any loss of profits) up to the time of cancellation.
- 22. Default and Consequences of Default**
- 22.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at GSA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 22.2 If the Client owes GSA any money the Client shall indemnify GSA from and against all costs and disbursements incurred by GSA in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, GSA's contract default fee, and bank dishonour fees).
- 22.3 Without prejudice to any other remedies GSA may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions GSA may suspend or terminate the provision of Services to the Client. GSA will not be liable to the Client for any loss or damage the Client suffers because GSA has exercised its rights under this clause.
- 22.4 Without prejudice to GSA's other remedies at law GSA shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to GSA shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to GSA becomes overdue, or in GSA's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

23. Personal Property Securities Act 2009 (“PPSA”)

23.1 In this clause:

- (a) financing statement has the meaning given to it by the PPSA;
- (b) financing change statement has the meaning given to it by the PPSA;
- (c) security agreement means the security agreement under the PPSA created between the Client and GSA by these terms and conditions; and
- (d) security interest has the meaning given to it by the PPSA.

23.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions:

- (a) constitute a security agreement for the purposes of the PPSA; and
- (b) create a security interest in all:
 - (i) Goods being transported by GSA over which GSA invokes a lien; and
 - (ii) collateral (account), being a monetary obligation of the Client to GSA for Services that have been provided, and that will be provided in the future.

23.3 The Client undertakes to:

- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which GSA may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 23.3(a)(i) or 23.3(a)(ii);
- (b) indemnify, and upon demand reimburse, GSA for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of GSA;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of GSA.

23.4 GSA and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

23.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

23.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

23.7 Unless otherwise agreed to in writing by GSA, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.

23.8 The Client shall unconditionally ratify any actions taken by GSA under clauses 23.3 to 23.5.

24. Security and Charge

24.1 In consideration of GSA agreeing to provide Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

24.2 The Client indemnifies GSA from and against all GSA's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising GSA's rights under this clause.

24.3 The Client irrevocably appoints GSA and each director of GSA as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 24 including, but not limited to, signing any document on the Client's behalf.

25. Privacy Policy

25.1 The Client agrees for GSA to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by GSA.

25.2 The Client agrees that GSA may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.

25.3 The Client consents to GSA being given a consumer credit report to collect overdue payment on commercial credit.

25.4 The Client agrees that personal credit information provided may be used and retained by GSA for the following purposes (and for other agreed purposes or required by):

- (a) the provision of Goods; and/or
- (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (d) enabling the collection of amounts outstanding in relation to the Goods.

25.5 GSA may give information about the Client to a CRB for the following purposes:

- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the Client including credit history.

25.6 The information given to the CRB may include:

- (a) personal information as outlined in 25.1 above;
- (b) name of the credit provider and that GSA is a current credit provider to the Client;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that

the Client no longer has any overdue accounts and GSA has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);

(g) information that, in the opinion of GSA, the Client has committed a serious credit infringement;

(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

25.7 The Client shall have the right to request (by e-mail) from GSA:

(a) a copy of the information about the Client retained by GSA and the right to request that GSA correct any incorrect information; and

(b) that GSA does not disclose any personal information about the Client for the purpose of direct marketing.

25.8 GSA will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

25.9 The Client can make a privacy complaint by contacting GSA via e-mail. GSA will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au

26. General

26.1 The failure by GSA to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect GSA's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

26.2 All rights, immunities and limitations of liability in these terms and conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of these terms and conditions by GSA or any other person entitled to benefit of such provisions.

26.3 GSA shall not be bound by any agreement purporting to waive or vary these terms and conditions unless such agreement to so waive or vary shall be in writing and signed by an executive officer of GSA.

26.4 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria, the state in which GSA has its principal place of business, and are subject to the jurisdiction of the Melbourne Courts in that state.

26.5 Subject to clause 20, GSA shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by GSA of these terms and conditions (alternatively GSA's liability shall be limited to damages which under no circumstances shall exceed the Price).

26.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by GSA nor to withhold payment of any invoice because part of that invoice is in dispute.

26.7 GSA may license or sub-contract all or any part of its rights and obligations without the Client's consent.

26.8 The Client agrees that GSA may amend these terms and conditions at any time. If GSA makes a change to these terms and conditions, then that change will take effect from the date on which GSA notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for GSA to provide Services to the Client.

26.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

26.10 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.