



STORAGE CONDITIONS FOR THE WAREHOUSING OF GOODS

BETWEEN: The Person set out as the Customer in item 1 of the Schedule hereto (the 'Customer') of the first part

AND: **MURRAYLANDS STORAGE** of PO Box 356, Mannum in the State of South Australia of the second part.

STORAGE CONDITIONS

1. Definitions.

In these Conditions:

- 1.1. "Charges" means Murraylands' quoted charges for Storage as set out at item 3 of the Schedule or other agreed rates, the charges in 6 and any tax including a goods and services tax ("GST") levied directly on a transaction or supply under these Conditions.
- 1.2. "Goods" means the goods set out in item 2 of the Schedule together with any such other goods as may be accepted from the Customer with any container, packaging or pallets supplied by or for the Customer or such other goods which the Customer has provided to Murraylands but not fully itemised in item 2 of the Schedule
- 1.3. "Murraylands" and "Murraylands Storage" mean Steven Rochow and Joanne Rochow as trustee for the SJR Family Trust trading as Murraylands Storage of PO Box 356 Mannum in the State of South Australia and their related bodies corporate within the meaning of that expression in Section 9 of the Corporations Act carrying on business in their own names and under any business names and their officers, servants, agents and Sub-Contractors.
- 1.4. "Person" includes any person, firm, corporation, governmental authority or state or federal government;
- 1.5. "Schedule" means the schedule attached to these Conditions and executed as a contract by the Customer;
- 1.6. "Storage" means the whole of the storage operations and services undertaken by Murraylands for the Goods but does not include collection of the Goods or their redelivery when taken out of store;
- 1.7. "Store" and "Storage Facility" mean such facility as offered by Murraylands to the Customer for the Storage of the Goods as is agreed between Murraylands to the Customer or is otherwise selected by Murraylands pursuant to the terms of these Storage Conditions.

- 1.8. "Sub-Contractor" means any Person with whom Murraylands arranges Storage of the Goods any Person who is a servant, agent, employee or sub-contractor of Murraylands or any person in 1.1.

2. Storage Basis

- 2.1. Murraylands shall carry out the Storage of Goods of the Customer's goods in accordance with these Storage Conditions.
- 2.2. The duration for each term of Storage shall be monthly and be subject to the terms of these Storage Conditions.
- 2.3. Murraylands may refuse to carry out Storage of the Goods at its discretion;
- 2.4. The Goods are stored entirely at the risk of the Customer and Murraylands accepts no liability for the Goods whatsoever;
- 2.5. Murraylands relies on the details of description, items, pallet space, quantity, weight, quality, value and measurement supplied by the Customer but Murraylands cannot verify and does not admit their accuracy.
- 2.6. Subject to the terms of these Storage Conditions and the Customer's compliance with them, Murraylands shall:
 - 2.5.1 grant access to the Goods by the Customer at all times and without prior notice; and
 - 2.5.2 such access shall be way of key to the Store and remote control access / swipe card to the Storage Facility in which the Goods are kept.

3. Customer's Obligations:

The Customer must:

- 3.1. not tender for Storage any volatile or explosive Goods or Goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any person or property without first presenting to Murraylands a full written description disclosing the nature of those Goods;
- 3.2. notify Murraylands of any change in its address;
- 3.3. keep safe and in good working order at the Customer's cost any remote control, keys or other access materials for the Store or Storage Facility as provided to the Customer by Murraylands for the Customer's access to the Goods;
- 3.4. unless otherwise agreed in writing, give written notice of the Customer's intention to not enter into a further monthly term for the Storage of the Customer's Goods by no later than seven (7) days before the expiration of the existing monthly term, and in the absence of such notice the Customer agrees that the term of the Storage is automatically renewed for further monthly term and in accordance with these Storage Conditions;

- 3.5. ensure that at the expiration of the Storage of the Customer's Goods, the Store or Storage Facility are left in good and clean condition;
- 3.6. if Murraylands gives notice to the Customer requiring them to remove the Goods or any part from Storage, pay any Charges outstanding and then remove the Goods or that part within 7 days of the date of notice.

4. Customer's Warranties and Indemnities.

The Customer warrants:

- 4.1. they have fully and adequately described the Goods and their nature and complied with all applicable laws and regulations and that they have packed the Goods in a proper way to withstand the ordinary risks of Storage;
- 4.2. the Person delivering the Goods to Murraylands for Storage is authorised so to do and to sign the storage contract;
- 4.3. it is either the owner or the authorised agent of the owner of the Goods and it accepts these Conditions for themselves and for any other Person having an interest in the Goods;
- 4.4. That the Goods are fully insured by the Customer and that the policy of insurance is sufficient and to the Customer's satisfaction; and
- 4.5. The Customer shall pay or otherwise indemnify Murraylands for the cost associated with the repair or replacement of any damage to the store or any remote control, keys or other access materials provided to the Customer by Murraylands for the Customer's access to the Goods; and
- 4.6. that the Customer indemnifies Murraylands from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the Customer's obligations or these Conditions;

5. Murraylands Rights

- 5.1. Payment for the first monthly term shall be due and payable in advance upon execution of the Schedule to these Storage Conditions by the Customer and shall constitute a non-refundable payment of the first monthly term of Storage irrespective of whether the Customer provides Goods for Storage to Murraylands during that month or at all.
- 5.2. Murraylands shall thereafter render accounts for all further monthly Charges for the subsequent monthly terms of storage seven (7) days in advance;
- 5.3. A failure by Murraylands to render an account for Charges in accordance with clause 5.2 shall not constitute a waiver by Murraylands to such Charges and any Charges shall remain payable upon demand by Murraylands;
- 5.4. If any Charges are unpaid for seven (7) days Murraylands may at any time require the Customer to remove the Goods;
- 5.5. If in Murraylands opinion, the Goods are or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, Murraylands may at any time and at the cost of the Customer destroy,

dispose of, abandon or render them harmless without compensation to the Customer and without prejudice to Murraylands right to any Charges;

- 5.6. unless and until all Charges have been paid, a receipt is signed by or on behalf of the Customer and the Person applying for redelivery, if not the Customer, tenders a proper authority signed by the Customer, Murraylands does not have to make the Goods available to any Person;
- 5.7. if any identifying document or mark is lost, damaged, destroyed or defaced Murraylands may open any document, wrapping, package or other container in which the Goods are placed or carried to inspect them either to determine their nature or condition or to determine their ownership;
- 5.8. Murraylands may consolidate the Goods with others and as principal or agent may arrange for Storage of the Goods by a Sub-Contractor on any terms;

6. Charges

The Customer must:

- 6.1. pay Murraylands the Charges in Australian dollars within 7 days of the date of Murraylands invoice for such Charges;
- 6.2. in the event of a default, pay Murraylands any Charges or expenses not recouped out of the proceeds of sale of the Goods under 7.2.2;
- 6.3. pay Murraylands expenses and charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any customs, excise or warehouse authority or other Person;
- 6.4. if any of the Goods are under Customs control, pay all Customs duty, excise duty and costs (including any fine or penalty) which Murraylands becomes liable to pay or pays;
- 6.5. supply or pay for labour or machinery or both to load or unload the Goods;
- 6.6. pay the cost, expense or loss to Murraylands of destruction, removal or disposal of the Goods or of opening or inspecting the Goods;
- 6.7. compensate Murraylands for any cost, expense or loss to Murraylands property or any Person caused by the Goods;
- 6.8. if any Charges are not paid on the date for payment, pay interest on the unpaid Charges at a rate 4% higher than the current Reserve Bank Cash Interest Rate and pay any charge or amount owing to Murraylands under any contract with Murraylands;
- 6.9. and does hereby agree that Murraylands Charges are payable without deduction or set off whether or not the Good are damaged;

7. Lien

- 7.1. Murraylands has a general lien on the Goods and on any other goods of the Customer for all Charges due or which become due on any account whether

for Storage of the Goods or any other goods or any other Murraylands service;

7.2. If the Charges are not paid when due or the Goods are not collected when so required or designated, Murraylands may, without notice:

7.2.1. remove all or any of the Goods and store them as Murraylands thinks fit at the Customer's risk and expense; or

7.2.2. sell all or any of the Goods as Murraylands thinks fit and apply the proceeds to discharge the lien and costs of sale without being liable to any Person for any loss or damage caused;

7.2.3. Murraylands may deduct or set-off from any moneys due from Murraylands to the Customer under any contract, debts and moneys due from the Customer to Murraylands under these Conditions or under any contract.

7.3 The Customer hereby releases and indemnifies Murraylands against all loss, damage, cost and expense from any claim by any Person arising out of any Murraylands acting in accordance with clause 7.2 of these Storage Conditions.

8. Claims

8.1. If Murraylands is liable for damage to or loss of the Goods or any part of the Goods, no claim for the loss or damage may be made unless notice of the claim is lodged in writing within 7 days of the date of removal of the Goods;

8.2. The failure to notify a claim within the time under 8.1 is evidence of satisfactory performance by Murraylands of its obligations;

9. Exclusions and Limitations

9.1. Subject to clause 10, Murraylands excludes from these Conditions all Conditions, warranties and terms implied by statute, general law or custom;

9.2. Subject to clause 10, Murraylands excludes all liability to any Person, including the Customer, for acts or omissions of Murraylands in tort (including negligence), contract bailment or otherwise for loss of, damage to or deterioration or contamination of the Goods, or any delay or other failure arising out of the Storage or these Conditions;

9.3. Subject to clause 10, Murraylands excludes all liability for and the Customer releases and indemnifies Murraylands against all loss, damage, cost and expense from any claim by any Person in tort (including negligence), contract bailment or otherwise for loss or damage to any property, injury, injury to or death of any Person arising out of any acts or omissions of Murraylands or any or all of the Goods, the Storage, any delay or other failure to supply the Storage or these Conditions;

9.4. The exclusions, releases and indemnities in favour of Murraylands as set out in these Conditions extend to loss of profits, business or anticipated savings or any other indirect or consequential damage and to economic loss to the Customer even if Murraylands knows or reasonably ought to have known that they are possible or otherwise foreseeable;

- 9.5. These Conditions apply in all circumstances arising from a fundamental breach of contract or breach of a fundamental term;
- 9.6. Murraylands, in addition for acting for itself, also acts as agent of and trustee for each of its servants, agents and Sub-Contractors so they are entitled to the full benefit of these Conditions, including any exclusions or limitations of liability, to the same extent as Murraylands;
- 9.7. Even if Murraylands breaches any of these Conditions, all the rights immunities and limitations of liability in these Conditions continue to have their full force and effect in all circumstances.

10. Law

- 10.1 These Conditions are governed and must be construed under the laws of the State of South Australia and the parties submit to the exclusive jurisdiction of the Courts of that State.
- 10.2 Nothing contained in these Conditions operates as a waiver to the Australian Consumer Law as contained at Schedule 2 to the Competition and Consumer Act 2010.

11. Severability

- 11.1 If a Condition or part is unenforceable the unenforceability does not affect any other part of the Condition or any other Condition.

12. Variations and Waiver

- 12.1. Murraylands is not bound by any waiver, discharge or release of a Condition or any agreement which varies these Conditions unless it is in writing and signed for Murraylands by an authorised officer.
- 12.2. If Murraylands waives a breach of a Condition the waiver does not operate as a waiver of another breach of the same or any other Condition or as a continuing waiver.