



Schedule 1 - General Terms and Conditions

These **LINX** General Terms and Conditions (**General Terms**) set out the terms on which Services will be provided by LINX to the Customer. These General Terms are attached to and form part of, a services quotation, Formal Instrument of Agreement or other document which specifies the types of Services to be provided.

1. Services

- (a) LINX will provide the Services to the Customer on the terms and conditions of this Agreement.
- (b) If LINX continues to provide Goods and/or Services beyond the expiry of the Term, unless otherwise agreed in writing by the parties, those Goods and/or Services shall be supplied subject to these General Terms.

2. Invoices and Payment

- (a) LINX will invoice the Customer for the Services provided each month. The Customer must pay into the account notified by LINX to the Customer the amount invoiced in full within the Payment Term without discount, deduction, counterclaim or set-off.
- (b) If the Customer has not paid an amount due under this Agreement on or by the due date, the Customer must pay Interest on the amount unpaid. The Interest payable under clause 2(a) accrues from day to day from and including the due date for payment up to the actual date of payment and may be capitalised by LINX at monthly intervals.
- (c) If LINX (acting reasonably) requires the Customer to provide a Bank Guarantee or other security with respect to the payment of the Rates, the Customer must ensure that such security is provided as and when required by LINX.
- (d) Notwithstanding anything else in this clause 2, any invoice rendered by LINX will become immediately due and payable as soon as an Insolvency Event occurs in respect of the Customer or the Customer fails to comply with any of its obligations under this Agreement following a demand issued by LINX.
- (e) LINX will be entitled to exercise a right of lien and return over the Goods and/or Containers to secure payment of the Rates for which a demand for payment has been made by LINX and/or to secure compliance with and discharge of all obligations and liabilities of the Customer under this Agreement.
- (f) In exercising its right of lien and retention, LINX will be entitled to seize and store or otherwise detail the containers and/or Goods until the monies owing are fully paid or any breach of this Agreement on the part of the Customer has been rectified. All of LINX's costs associated with any seizure, storage or detention may be recovered from the Customer as a debt due.
- (g) All payments are to be in Australian dollars, deposited as follows, quoting the reference number specified in the Service Quotation or the relevant invoice number:

Account Name: LINX Deposit Account
ANZ Banking Corporation
King & George Streets
SYDNEY NSW 2000
Account No: 8378 64177
BSB No: 014 052

3. Responsibility

3.1 LINX

- (a) LINX will and will ensure its Associates:
 - (i) comply with all applicable laws in providing the Services, including chain of responsibility legislation;
 - (ii) provide properly maintained equipment and properly trained labour sufficient to perform the Services in accordance with this Agreement;
 - (iii) ensure the Services are carried out in a safe and workmanlike manner, with due and proper diligence, skill and expedition;
 - (iv) where the Services are to be carried out in relation to Dangerous Goods or Temperature Controlled Goods, comply with the Dangerous Goods Protocol or the Temperature Controlled Goods Protocol, as applicable.
- (b) LINX is not a common carrier and accepts no liability as such and may agree or refuse to contract with the Customer in its absolute discretion.
- (c) LINX is not, and will not be deemed to be, a consignor as defined by the Road Transport Reform (Dangerous Goods) Regulations 1997 (Cth), and accepts no liability as such. The Customer authorises LINX to name the Customer or another person as the consignor in any documentation where applicable.
- (d) LINX has no obligation to inspect the Goods and no inspection will increase LINX's liability under this Agreement.
- (e) LINX is not responsible for and has no liability in respect of any inaccuracy in the description of the Goods.
- (f) LINX is entitled to deliver the Goods to the bearer of the relevant Bill of Lading or delivery order and LINX has no liability for mis-delivery due to fraud or misrepresentation or a wrongful act of a third party.
- (g) LINX may, in its absolute discretion refuse to provide the Services or provide the Services in a manner other than that previously agreed with the Customer, where LINX considers that it is reasonable and necessary to do so (including by reason of an order, direction or recommendation of a Government Agency).
- (h) If in LINX's reasonable opinion the Site is regarded by LINX as being unsafe, the Goods are or are liable to become Dangerous Goods, the Goods do not comply with all applicable laws or the Goods are unsuitable to be handled using the equipment and operating procedures

normally employed by LINX in providing the Services, LINX may:

- (i) refuse to provide the Services in respect of those Goods; or
 - (ii) take whatever measures it considers to be reasonably necessary at the Customer's risk and expense in order to cause the Goods, the vehicle or train by which the Goods will be transported or the driver of such vehicle or train to comply with all applicable laws or be suitable for handling by LINX.
- (i) LINX (or a third party appointed by LINX) may conduct an audit or review of the Customer's compliance with its obligations under this Agreement, including any applicable road laws and the Customer agrees to comply with any reasonable requests made by LINX as a result of any such audit or review.
- (j) LINX may subcontract the Services in whole or in part without notice to the Customer and all benefits, defences, exceptions, immunities and limitations of liability under this Agreement and at law which apply to LINX will apply in respect of a claim against LINX's subcontractor, however, where LINX subcontracts the Services in whole or in part, LINX remains primarily liable for the provision of the Services in accordance with this Agreement.

3.2 Customer

The Customer warrants that it is the authorised agent of the person owning (or having an interest in) the Goods and enters into this contract as authorised agent of that person and will, and will procure that its Associates, will:

- (a) be responsible for packing the Goods;
- (b) comply with:
 - (i) all applicable laws (including chain of responsibility legislation) and provide LINX with all necessary assistance, information and documentation to enable LINX to comply with such laws, including ensuring that the weight of any container (including the weight of the Goods) which is specified in the container weight document is accurate; and
 - (ii) any policies or procedures of LINX relating to safety and security in the provision of Services (as notified from time to time);
- (c) allow LINX to obtain immediate access to any Commercial Document (as that term is defined in the Customs Act 1901 (Cth)) where LINX is required to produce the Commercial Document at the request of a Government Agency;
- (d) ensure that the Goods comply with all applicable laws and are accurately described in the relevant delivery order and all relevant instructions in relation to their handling, care and control will be given to LINX;

- (e) ensure that any Dangerous Goods or Temperature Controlled Goods will only be tendered in compliance with the Dangerous Goods Protocol and/or the Temperature Controlled Goods Protocol, as applicable;
- (f) ensure that no spills of a contaminant occur in any location in which the Services are being carried out;
- (g) to the extent that it is required to load or unload a vehicle or train under this Agreement, all relevant equipment complies with all relevant safety standards and any persons involved in the loading will have the requisite skill, competence, knowledge and experience and will be appropriately licensed, accredited and certified; and
- (h) at LINX's request, use its best endeavours to promptly implement paperless trading to enable LINX to use electronic import delivery orders.

3.3 Storage of Goods

- (a) The Customer must procure that delivery is taken of the Goods. If the Customer does not comply with this clause 3.3(a), LINX will be entitled to charge for the storage of the Goods and may remove the Goods to a storage facility or treat the Goods as Abandoned Goods at the Customer's risk and expense.
- (b) The Customer must not in any circumstances abandon any Goods and LINX will be entitled, on 28 days notice, to dispose of Abandoned Goods at the Customer's risk and expense (including any costs of storage of the Abandoned Goods prior to disposal) in any manner it deems reasonable and the Customer will not be entitled to any compensation in respect of those Abandoned Goods or their disposal.

3.4 Title and Risk

At all times during the Term, the Customer retains legal and equitable title in the goods hauled or transported by LINX on behalf of the Customer pursuant to this Agreement.

4. Liability

4.1 General

- (a) To the extent permitted by law and except as expressly set out in this Agreement, LINX makes no and expressly excludes all warranties and representations with respect to the Services.
- (b) Where the Customer has the benefit of a warranty or condition regarding the Services provided under this Agreement which cannot by law be excluded, LINX's liability for breach of any such warranty or condition is limited to, at LINX's sole option, the re-supply of the Services or the payment of the costs of having those Services supplied again.

4.2 LINX Liability

- (a) Except to the extent caused or contributed to by a negligent act or omission of LINX or any of its Associates, LINX will not be liable in tort,

contract, bailment or otherwise to the Customer for anything arising out of or relating to any:

- (i) breach or negligence by the Customer or its associates of this Agreement;
 - (ii) acts or omissions on the part of any third party;
 - (iii) any spill of a Contaminant; or
 - (iv) damage to any Goods or containers.
- (b) LINX's liability under this Agreement will be limited as follows:
- (i) for any loss or damage to a container, up to a maximum of \$50,000 for any one event; and
 - (ii) for any loss or damage to Goods, up to a maximum of \$100,000 for any one event.
- (c) A Customer may only make a Claim against LINX if the Claim exceeds \$500 for any one event.

4.3 Notification of Claim

- (a) LINX will not be Liable for any Claim by the Customer unless notice of the Claim is given to LINX within thirty (30) days of the relevant incident giving rise to the Claim.
- (b) LINX will be discharged from all Liability for a Claim unless proceedings are commenced within one year of the date that notice of that Claim is given to LINX.

4.4 Customer Indemnities

- (a) Subject to clause 4.4(b), the Customer indemnifies LINX from and against any and all Liability resulting directly from damage to any real and personal property and any injury to or death of any person, caused by any negligent act or omission of the Customer or its Associates arising out of or in connection with this Agreement or arising out of or relating to the failure of the Customer to comply with clause 3.2(f).
- (b) The Customer will not be liable to LINX for any Claim under clause 4.4(a) to the extent that the Claim resulted from any negligent act or omission of LINX or its Associates.

4.5 Exclusion of Consequential Loss

Despite any other provision of this Agreement, neither party will be liable to the other for any Consequential Loss.

4.6 Indemnities

- (a) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.
- (b) Each indemnity, limitation, condition and liberty in this Agreement and every right, exclusion from or limitation of liability, defence and immunity of whatever nature applicable to LINX or to which LINX is entitled under this Agreement will be available to LINX and to its

Associates. Where LINX is deemed to be acting as agent or trustee on behalf of and for the benefit of its Associates, those Associates are, to this extent, deemed to be party to this Agreement and may enforce the terms of this clause 4.6(b) against the Customer.

- (c) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.
- (d) A party must pay on demand any amount it must pay under an indemnity in this Agreement.

4.7 Insurance

- (a) Each party must at all times during the Term have in place with an insurer that has a credit rating of at least 'A' issued by Standard and Poor's:
 - (i) third party property insurance and public risk liability insurance to a minimum value of \$20,000,000 in respect of any single event;
 - (ii) such other insurances as are required by law; and
 - (iii) any insurance it requires relating to the Goods and/or the Services.
- (b) The Customer must notify LINX of any cancellation of a policy that it is required to take out and maintain under clause 4.7(a).
- (c) The Customer must provide to LINX on request a copy of a certificate of currency of insurance and any endorsement required in respect of a policy that the Customer is required to take out and maintain under clause 4.7(a).

4.8 Change of Law

- (a) If a change in law or regulation (including the imposition of an additional regulatory requirement) (**Change in Law**) occurs during the Term then:
 - (i) to the extent that the Change in Law directly results in an increase in the cost to LINX of providing the Services, LINX may increase its Rates relating to the Services to reflect the Change in Law by giving notice to the Customer; and
 - (ii) to the extent that the Change in Law results in LINX being required to undertake certain tasks, cease to undertake certain tasks or otherwise change the manner in which it carries out the Services, LINX is entitled to amend this Agreement in a reasonable manner to reflect the Change in Law by giving notice to the Customer.
- (b) If, at any time before or whilst this Agreement is operative, a Carbon Scheme is imposed or varied, or the impact of a Carbon Scheme varies, then to the extent that:
 - (i) the Carbon Scheme gives rise to or increases Carbon Costs incurred by LINX in connection with the supply of Services; and

- (ii) those Carbon Costs (or increases in Carbon Costs) are not to be reimbursed to LINX under other provisions of this Agreement,

then LINX may increase its Rates relating to the Services to reflect the Carbon Costs (or increases in Carbon Costs) incurred by LINX.

5. Dispute Resolution

5.1 Dispute resolution

- (a) If a dispute arises out of or in relation to this Agreement, either party may give notice of the dispute to the other, which notice must request that a 'Dispute Review Meeting' be called.
- (b) Each party's Representative must attend a Dispute Review Meeting called under clause 5.1(a) and must negotiate in good faith to promptly settle the dispute.
- (c) If the parties' Representatives are unable to resolve a dispute, the dispute may be referred by either party for mediation to the Australian Commercial Disputes Centre. Each party must bear its own costs in relation to the mediation and the costs of the mediator will be borne equally by the parties.
- (d) If the Dispute has not been resolved through mediation under clause 5.1(c) within 20 Business Days of the date of the referral, or such longer period agreed in writing by the parties, either party may commence proceedings in a court of competent jurisdiction.

5.2 Interlocutory Relief

Nothing in this clause 5 prevents a party from seeking urgent interlocutory, declaratory or injunctive relief from a court of competent jurisdiction where, in that party's reasonable opinion, such action is necessary to protect that party's rights.

6. Termination

- (a) Subject to clause 6(b) if either party (Defaulting Party) commits a material breach of this Agreement, the other party (Non-Defaulting Party) may give notice to the Defaulting Party of that breach and requiring the Defaulting Party remedy that breach within 30 days of the date of the notice and if the Defaulting Party fails to rectify the breach within 30 days of the date of the service of the notice, the Non-Defaulting Party may by notice terminate this Agreement with immediate effect.
- (b) If the Customer defaults in the payment of any money under this Agreement, LINX may give notice to the Customer to rectify the default within 14 days of the date of the notice and if the Customer fails to rectify the breach within 14 days of the date of the notice, LINX may (in its absolute discretion) suspend the Services until such time as that amount is paid or terminate this Agreement with immediate effect, and nothing in this clause 6(b) prevents LINX from exercising its rights under clause 2.
- (c) In addition to any other right of termination, LINX may terminate this agreement by giving not less than 30 days notice in writing to the

Customer where for whatever reason, LINX is unable to continue to provide the Services at the Site.

- (d) Either party may terminate this Agreement with immediate effect if the other party is affected by an Insolvency Event.
- (e) Termination of this Agreement does not affect any rights which a party has against the other in respect of any breach of this Agreement occurring prior to termination.

7. Notices

- (a) Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement must be in writing and addressed as set out in the Reference Schedule (as amended by notice from time to time) and must be delivered by either fax or email; and
- (b) Each communication is taken to be received by the addressee:
 - (i) (in the case of hand) at the time in the place to which it is delivered;
 - (ii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent;
 - (iii) (in the case of email) at the time that is 24 hours after the email was sent, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

8. Force Majeure

- (a) Subject to clause 8(f), LINX will be released from its obligations under this Agreement to the extent and for the duration that performance of this Agreement is delayed, hindered or prevented by a Force Majeure Event.
- (b) If a Force Majeure Event occurs or is likely to occur, LINX must give prompt notice of the Force Majeure Event and detail what action is being taken to overcome its effects in writing by email or facsimile.
- (c) LINX must use its reasonable endeavours to promptly overcome any Force Majeure Event and restore its ability to perform. However,
 - (i) nothing will oblige LINX to settle any strike or other industrial dispute on terms contrary to LINX's wishes; and
 - (ii) nothing will oblige LINX to contest the validity or enforceability of any law, regulation or legally enforceable order by way of legal proceedings.

- (d) The Customer will provide reasonable assistance to LINX if a Force Majeure Event occurs.
- (e) Subject to clause 8(f), LINX will resume its obligations under this Agreement as soon as it is no longer affected by a Force Majeure Event.
- (f) In the event that a Force Majeure Event exceeds the period of 3 Months, LINX may provide notice to the Customer terminating this Agreement with immediate effect.

9. Confidentiality

- (a) Subject to clause 9(b), each party must keep the terms of this Agreement confidential and must not disclose or permit or cause any person to disclose the terms of this Agreement without the other party's consent.
- (b) Either party may disclose the terms of this Agreement without the other party's consent:
 - (i) where required by law (including the rules of a stock exchange);
 - (ii) to its Related Bodies Corporate;
 - (iii) to:
 - A. its legal and financial advisors and the legal and financial advisors of its Related Bodies Corporate;
 - B. its financiers and the financiers and financial advisers of its Related Bodies Corporate; or
 - C. a bona fide potential purchaser of or investor in that party or its Related Bodies Corporate or its assets or the assets of any of its Related Bodies Corporate (and their representatives, legal and financial advisors and financiers),
provided those people are under a similar obligation of confidence; or
 - (iv) where reasonably required in order to perform this Agreement.
 - (v) This clause 9 survives termination or expiry of this Agreement for a period of 2 years.

10. General

10.1 Assignment

The Customer cannot assign novate or otherwise transfer any of its rights or the benefit of such rights under this Agreement without the prior consent of LINX.

10.2 Amendments

This Agreement may only be varied by a document signed by or on behalf of each party.

10.3 Further Acts and Documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required

by law or reasonably requested by another party to give effect to this Agreement.

10.4 Entire Agreement

To the extent permitted by law, in relation to its subject matter, this Agreement embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties and supersedes any prior written or other agreement of the parties.

10.5 Severance

If at any time a provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that will not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

10.6 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

10.7 Costs

- (a) Subject to clause 10.7(b), each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.
- (b) The Customer must pay any stamp duty payable in relation to the execution or performance of this Agreement.

10.8 Governing Law

This Agreement is governed by the law applying in the State. Each party irrevocably submits to the nonexclusive jurisdiction of the courts of the State, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement.

10.9 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one agreement.

11. GST

- (a) Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in

calculating the GST payable in relation to a supply for the purposes of this clause.

- (b) If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under or in connection with this Agreement, the recipient of that supply will pay to the supplier an amount equal to the GST payable on the supply.
- (c) The recipient will pay the amount referred to in clause 11(b) in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- (d) The supplier must provide a tax invoice to the recipient no later than 5 days after the day on which any consideration is to be first provided for that supply.
- (e) If the GST payable in relation to a supply made under or in connection with this Agreement varies from the additional amount paid by the recipient under clause 11(b), then the supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the recipient. Any payment, credit or refund under this clause 11(e) is deemed to be a payment, credit or refund of the additional amount payable under clause 11(b).
- (f) Where a party is required under or in connection with this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
 - (i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
 - (ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

12. Definitions and Interpretation

12.1 Definitions

In this Agreement, terms defined in the Quote have the meaning given in those documents and:

Abandoned Goods means Goods, subject to all applicable laws, Goods which have not been accepted for delivery by the person identified as being the person to take delivery and which have remained in the possession of LINX for 90 days after the date of arrival at a port in the case of Goods which have been or are to be transported by sea or the date on which the Goods were due to be removed from a storage facility, as the case may be.

Associate means a party's Related Bodies Corporate, employees, officers, servants, agents and subcontractors and, in the case of the Customer also includes any person who has an interest in the Goods and their employees, officers, servants, agents and subcontractors.

Bank Guarantee means an unconditional undertaking (duly stamped) on terms, for an amount, and given by a financial institution, approved by LINX.

Bill of Lading means a document which evidences a contract of carriage by sea of the Goods.

Business Day means a day which is not a Saturday, Sunday or Public Holiday in the State.

Carbon Cost means any royalty, tax, excise, levy, fee, payment, rate, duty, charge, liability, cost or expense incurred, whether directly or indirectly in respect of the provision of Services arising out of, incidental to or resulting from the implementation of the Carbon Scheme.

Carbon Scheme means any law or regulation or any requirement or condition of a licence, permit, governmental consent or approval with respect to the production, or emission of, or, to reduce, limit, cease, prevent, offset, remove or sequester, greenhouse gas emissions, including without limitation any statutory emissions trading scheme for the management of greenhouse gas emissions or concentrations.

Chain of Responsibility Laws means any law or regulation relating to chain of responsibility obligations, including laws and regulations relating to driver fatigue, mass, dimension, load restraint and dangerous goods.

Claim means a demand, claim, action or proceeding made or brought by or against a person, however arising and whether present, unascertained, immediate, future or contingent.

Consequential Loss means any loss which:

is loss of profits, loss of revenue, loss of access to markets, loss of goodwill or credit, loss of reputation or future reputation, loss of production, loss of business, loss of opportunity, adverse publicity, damage to credit rating, loss of use, increased overhead cost, production or other down time, remote or abnormal loss or loss of anticipated savings or any financial or economic loss (whether direct or indirect); or

results from some special circumstance or supervening event.

Contaminant means a noxious or hazardous substance which, having regard to the quantity and location of the substance and other substances in conjunction with which it is stored or used is capable of causing or presenting risk of material harm to human health or any other aspect of the environment.

Dangerous Goods means dangerous goods as defined in the Australian Dangerous Goods Code and, to the extent not otherwise states in the Australian Dangerous Goods Code, means any Goods which are dangerous, volatile, explosive, inflammable or offensive or which may become so, or which may be come harmful to any person, property or the environment.

Dangerous Goods Protocols means the protocols for managing Dangerous Goods developed by LINX from time to time.

Force Majeure Event means an act of God, war, embargo, flood, industrial dispute or any other event (including a breakdown or failure of equipment or plant) which is beyond the reasonable control of a party.

Goods mean the cargo, baggage, motor vehicle or item in relation to which the Services have been or are to be performed.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999 and

words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.

Insolvency Event means, in respect of a party, where that party is wound up, dissolved, has a liquidator or provisional liquidator appointed, enters into a scheme of arrangement or similar arrangements with or for the benefit of its creditors, is unable to pay its debts as they fall due, is granted protection from creditors or has an administrator or similar officer appointed or an order, application, resolution or notification is made in respect of any of the foregoing and not revoked within 7 days.

Interest means the aggregate of the relevant Reserve Bank of Australia Cash Rate Target plus 5%.

Liability means any Claim, loss, liability, cost or expense of any kind and however arising (whether in contract, negligence, another tort, the general law, under statute or otherwise), including damages, penalties, fines and interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

LINX means LINX Logistics Pty Ltd (ACN 003 658 937).

Payment Terms means 7 days from the date of the relevant LINX invoice.

Rates mean the rates specified in the Quote for transport, storage and ancillary services, as the case may be, as reviewed and varied by LINX on 1 July each year or otherwise in accordance with this agreement.

Related Body Corporate has the meaning given in section 50 of the Corporations Act 2001 (Cth).

State means the state in which the Services are supplied by LINX.

Temperature Controlled Goods means goods which require temperature control.

Temperature Controlled Goods Protocols means the protocols for managing Temperature Controlled Goods developed by LINX from time to time.

Term means the period of time LINX carries out the Services as described in the Details, unless terminated earlier in accordance with this Agreement.

12.2 Interpretation

In this Agreement, unless the context indicates a contrary intention:

- (a) headings are for convenience only and do not affect interpretation;
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it; and
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and "includes" in any form is not a word of limitation.