LINX Port Services 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. Definition and Interpretation

1.1 Definitions

In these General Terms:

Abandoned Goods means Goods which have not been accepted for delivery or collected from storage within the agreed timeframe and which have remained in the possession of LINX for 90 days after the date for delivery or collection.

Agreement means the agreement comprising these General Terms and either:

(a) the Services Quotation; or

(b) the Formal Instrument of Agreement, the Specific Terms; the Schedule of Services and the Schedule of Rates.

Associate means a party's employees, officers, servants, agents, invitees, subcontractors and Related Body Corporate and, in the case of the Customer also means any person who has an interest in the Goods or the vessel and their employees, officers, servants, agents and subcontractors and any person driving a vehicle.

Business Day means a day that is not a Saturday, Sunday, Closed Port Day or public holiday in the place where the Services are being carried out or, in the event that the Services are carried out in more than one Australian State or Territory, in Sydney, New South Wales.

Bill of Lading means a Bill of Lading and any other contract for the carriage of the Goods and/or Containers.

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 or other 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 includes a notice, demand, claim, action, litigation, judgment, damage, loss, cost, expense or proceeding however arising, made or brought by or against any person, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or other legal doctrine and whether involving a third party or a party to this agreement.

Closed Port Day means any days which the relevant Port Authority designates as Closed Port Days including, but not limited to, Christmas Day, Good Friday, Anzac Day, Labour Day and Maritime Union of Australia Picnic Day.

Commercial Document has the meaning given in the Customs Act 1901 (Cth).

Consequential Loss means any loss which:

(a) 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

(b) 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 International Maritime Dangerous Goods (IMDG) Code or the Australian Dangerous Goods Code (7th Edition) and any Goods which are or which may become dangerous, volatile, explosive, flammable or offensive or which are or may become harmful to any person, property or the environment.

Dangerous Goods Protocol means LINX's protocol of that name, as amended or replaced from time to time.

Details means the table of details set out in the Formal Instrument of Agreement (if applicable).

Dispute means any controversy, claim or dispute arising out of or in relation to this Agreement.

Force Majeure Event means circumstances where LINX is delayed or unable, wholly or in part, to perform any obligations under this Agreement due to any cause beyond its reasonable control.

Goods means the goods described in the Services Quotation or the Details (whichever is applicable) as well as any other cargo, baggage, motor vehicle, container, trailer, transportable tank, pallet, flat rack, bolster, receptacle, packaging or any similar device or item used in relation to the Goods and the Services.

Government Agency means a government or government department or other body, a governmental, semi-governmental or judicial person, or a person (whether autonomous or not) who is charged with the administration of a law.

GST Law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).

Insolvency Event means being in liquidation or provisional liquidation or under administration, having a controller or receiver (as defined in the *Corporations Act 2001* (Cth)) or analogous person appointed to it or any of its property, being taken under section 459F(1) of that Act to have failed to comply with a statutory demand, being unable to pay its debts, or otherwise insolvent.

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, whether actual or contingent, known or unknown and including those which are prospective or contingent and those the amount of which, for the time being, is not ascertained or ascertainable. Liable has a corresponding meaning.

LINX means LINX Port Services Pty Ltd (ACN 007 427 652) or such other LINX Entity named in the Services Quotation or Formal Instrument of Agreement.

LINX Entity means LINX Cargo Care Pty Ltd (ACN 123 685 183) and each of its Related Bodies Corporate.

Month means a calendar month.

Premises means those areas where LINX provides the Services pursuant to this Agreement.

Rates means the fees, rates, charges and/or tariffs payable by the Customer to LINX for the provision of the Services, as set out in the Services Quotation or the Schedule of Rates (whichever is applicable) or as otherwise agreed.

Related Body Corporate has the same meaning in the Corporations Act 2001 (Cth).

Services the services described in the Services Quotation or the Schedule of Services (whichever is applicable).

Stevedoring Services means the services described as such (if any) in the Services Quotation or the Schedule of Services.

State means the state in which the Services are supplied by LINX, or where supplied in multiple jurisdictions, in the state in which the majority of the Services are provided.

Storage Services means the services described as such (if any) in the Services Quotation or the Schedule of Services.

Temperature Controlled Goods means Goods which require temperature control.

Temperature Controlled Goods Protocol means LINX's protocol of that name, amended from time to time.

Term means the period of time during which LINX carries out the Services as described in the Services Quotation or the Details.

Transport of Dangerous Goods Legislation means:

(a) where the Services are performed in New South Wales:

  (i) the *Dangerous Goods (Road and Rail Transport) Act 2008*; and

  (ii) the *Dangerous Goods (Road and Rail Transport) Regulation 2014*;

(b) where the Services are performed in Queensland:

  (i) the *Transport Operations (Road Use Management) Act 1995*;

  (ii) the *Transport Operations (Road Use Management-Dangerous Goods) Regulation 2018*;

  (iii) the *Transport Infrastructure Act 1994*; and

  (iv) the *Transport Infrastructure (Dangerous Goods by Rail) Regulation 2018*;

(c) where the Services are performed in Victoria:

  (i) the *Dangerous Goods Act 1985*; and

  (ii) the *Dangerous Goods (Transport by Road or Rail) Regulations 2018*;

(d) where the Services are performed in South Australia:

  (i) the *Dangerous Substances Act 1979*;

  (ii) the *Dangerous Substances (Dangerous Goods Transport) Regulations 2023*;

(e) where the Services are performed in Western Australia:

  (i) the *Dangerous Goods Safety Act 2004*; and

  (ii) the *Dangerous Goods Safety Regulations*;

(f) where the Services are performed in the Northern Territory:

  (i) the *Transport of Dangerous Goods By Road and Rail (National Uniform Legislation) Act*; and

  (ii) the *Transport of Dangerous Goods By Road and Rail (National Uniform Legislation) Regulations;*

(g) where the Services are performed in the Australian Commonwealth Territory:

  (i) the *Dangerous Goods (Road Transport) Act 2009*; and

  (ii) the *Dangerous Goods (Road Transport) Regulations 2010*;

(h) where the Services are performed in Tasmania:

  (i) the *Dangerous Goods (Road and Rail Transport) Act 2010*; and

  (ii) the *Dangerous Goods (Road and Rail Transport) Regulations 2010*,

and regardless of the location where the Services are performed, includes:

(i) the *Australian Code for the Transport of Dangerous Goods by Road & Rail*; and

(j) any codes of conduct or other guidelines prepared under any of the abovementioned legislation addressing the transport of dangerous goods which applies to the Services.

Transport **Services** means the services described as such (if any) in the Services Quotation or the Schedule of Services.

1.2 Rules for interpreting this document

The following rules apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) Headings are for convenience only, and do not affect interpretation.

(b) A reference to:

  (i) legislation or a code is to that legislation or code as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

  (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

  (iii) a party to this document or to any other document or agreement includes a party's executors, administrators, successors and

permitted assigns, including persons taking by way of novation;

(c) A singular word includes the plural, and vice versa.

(d) A reference to dollars, AUD or $ is to an amount in Australian currency (unless the Services Quotation or Rates provide otherwise).

(e) "Include" and "including" are not words of limitation.

(f) A reference to a vessel in section A is only relevant to the extent that the Services are or comprise Stevedoring Services.

(g) The terms and conditions set out in the Specific Terms will prevail in the event of any inconsistency with the terms of this Agreement.

(h) This agreement must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

(i) Time is of the essence in respect of all timeframes set out in this Agreement.

1.3 Relationship of LINX Entities

(a) Where more than one LINX Entity provides the Services each LINX Entity:

(i) will hold the benefit of all rights under this Agreement for and on behalf of each other LINX Entity; and

(ii) is entitled to enforce those rights for and on behalf of that other entity.

(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 each relevant LINX Entity and to each of LINX Entity's Associates. Where LINX is deemed to be acting as agent or trustee on behalf of and for the benefit of another LINX Entity or its Associates, those LINX Entities or their Associates are, to this extent, deemed to be party to this Agreement and may enforce the terms of this clause 1.3 against the Customer.

2. The Services

(a) LINX will provide the Services in accordance with this Agreement.

(b) If LINX continues to provide Goods and/or Services beyond the expiry of the Term at the request of the Customer, unless otherwise agreed in writing by the parties, those Goods and/or Services shall be supplied subject to these General Terms on a month to month basis (**Holding Over Period**). Either party may terminate during the Holding Over Period by giving one months' notice.

3. Rights and Responsibilities

3.1 LINX

(a) In carrying out the Services, LINX will:

(i) comply with all applicable laws;

(ii) provide properly maintained equipment and properly trained labour sufficient to perform the Services; and

(iii) ensure that the Services are carried out in a safe and workmanlike manner, with due and proper diligence, skill and expedition.

(b) LINX relies on the details of the Goods supplied to it by the Customer. LINX has no obligation to inspect the Goods and no inspection will increase LINX's liability under this Agreement.

(c) 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.

(d) LINX is not, and will not be deemed to be, a consignor for the purpose of the Transport of Dangerous Goods Legislation 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.

(e) LINX may subcontract the Services to any person, 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, LINX remains primarily Liable for the provision of the Services in accordance with this Agreement.

(f) If in LINX's reasonable opinion the Premises is regarded by LINX as being unsafe, the Goods are or are liable to become Dangerous Goods, the Goods, vehicle or vessel do not comply with all applicable laws (including Marine Orders) 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;

(ii) take whatever measures it considers to be reasonably practicable, (including opening containers, inspecting, weighing and measuring Goods, requiring the Goods to be repacked or reloaded and delaying or rescheduling their loading and carriage) at the Customer's risk and expense prior to or while performing the Services to cause the Goods, vehicle, vessel and the Services to comply with applicable laws and suitability requirements for handling by LINX.

(g) If LINX refuses to provide the Services pursuant to clause 3.1(f)(i):

(i) LINX will promptly notify the Customer and specify a time (acting reasonably) by which the Goods must be collected by the Customer; and

(ii) LINX will permit the Customer to collect the Goods, provided the Customer has first paid all outstanding amounts due under this Agreement.

(h) If LINX becomes aware of any damage to or deterioration of Goods whilst in its possession or under its control, LINX will:

(i) promptly notify the Customer, providing details of the damage or deterioration; and

(ii) to the extent reasonably practicable, quarantine the affected Goods (Affected Items) to allow for

inspection of the Affected Items by the LINX Representative and the Customer Representative (such inspection to occur as soon as reasonably practicable).

3.2 Customer

(a) If the Customer is an authorised agent of the person owning or having an interest in the Goods and/or vessel it has the authority to enter into this Agreement as authorised agent of that person;

(b) The Customer will and will procure that its Associates comply with:

(i) all applicable laws, including Marine Orders and Chain of Responsibility Laws (where applicable) and provide LINX with all necessary assistance, information and documentation to enable LINX to comply with such laws; and

(ii) any policies or procedures of LINX (as notified from time to time);

(c) Not less than 7 days (or such shorter period as LINX may agree) before the Customer requires LINX to provide the Services, the Customer must provide to LINX the relevant cargo manifest or otherwise notify LINX of:

(i) the Goods (including details of their containers, if any) and their weight, content, dimensions, quality, quantity, condition, identification marks and numbers in respect of which the Services are to be provided;

(ii) any specific requirements in respect of the Goods as to the loading, handling, stowage, carriage, manner in which they are to be kept or cared for, or discharged; and

(iii) any Dangerous Goods or Temperature Controlled Goods forming part or all of the Goods.

(d) The Customer must:

(i) allow LINX immediate access to any Commercial Document which LINX is obliged to produce at the request of any Government Agency;

(ii) ensure that the Goods:

A. are packed to withstand the ordinary risks of transport and handling and avoid damage or destruction;

B. have been accurately and fully described and all relevant instructions and information for the handling, care and control of the Goods have been (and will continue to be) provided to LINX; and

C. comply with all applicable laws;

(iii) ensure that each vessel (including the vessel's cranes and lifting equipment if relevant) in respect of which LINX is required to load or discharge Goods and all containers (where relevant):

A. are in survey and in a fit and proper condition for LINX to commence and complete the Services in accordance with this Agreement;

B. comply with Marine Order 32; and

C. have ship mounted cranes with a minimum safe working load limit of at least 30,000kg (or such other amount specified in the Services Quotation, Specific Terms or Schedule of Services).

(iv) will only tender Dangerous Goods or Temperature Controlled Goods in compliance with the Dangerous Goods Protocol and/or the Temperature Controlled Goods Protocol, as applicable.

(v) ensure and will procure that its Associates ensure that no spills of a Contaminant occur at any Premises.

(vi) ensure that any vehicle used by it or its Associate to deliver or collect the Goods is in a fit and proper condition and complies with all applicable laws and obtain any applicable authorisations for carriage of the Goods (other than those required to be held by LINX).

(e) Where LINX is only providing Stevedoring Services, the Customer will remove the Goods from any port Premises within 3 days of discharge from the vessel (or such other time required by the regulations of the relevant port operator or authority), unless otherwise agreed.

(f) The Customer acknowledges and agrees that where LINX is providing Storage Services:

(i) the Customer must give at least 2 clear Business Days notice (or such other period as agreed by LINX) of its intention to collect some or all of the Goods or have them collected or delivered; or

(ii) if LINX gives notice to the Customer requiring the Goods to be removed, the Customer must arrange for the Goods to be collected within 2 clear Business Days of the date of the notice.

(g) Prior to collection of the Goods from the Premises, the Customer must pay any outstanding amount to LINX.

3.3 Vessel Master

Nothing in this Agreement, whether express or implied, will affect the authority of the master of a vessel or his responsibility for the stowage, trim, stability or any other aspect of the vessel for which, apart from this Agreement, he would have such authority or responsibility.

3.4 Delivery of Goods

(a) LINX will only deliver the Goods to the location specified in the Service Quotation, delivery order, Details or to the bearer of the appropriate Bill of Lading, unless expressly agreed otherwise.

(b) LINX has no liability for mis-delivery due to fraud or misrepresentation or a wrongful act of a third party. LINX may where it deems necessary or desirable, deviate from the usual method or route of transport.

(c) The delivery location (including any wharf area) for the Goods must be accessible at the times agreed with LINX and be suitable for delivery of the Goods by vehicles ordinarily used in the industry for the purpose

of picking up or delivering Goods of that type.

(d) The Customer must and must procure that delivery is taken of the Goods and in respect of Transport Services provide an acknowledgement of delivery upon delivery being effected. If the delivery location is unattended or delivery of the Goods is refused or otherwise does not occur, LINX may (in its absolute discretion and at the Customer's risk and expense):

(i) Deposit the Goods at the delivery location;

(ii) Store the Goods; or

(iii) Return the Goods to the sender of the Goods,

(iv) and any such action will constitute delivery.

3.5 Storage and Abandonment of Goods

(a) If short term storage is made available by the relevant Port Authority, LINX will provide short term storage services at the Terminal in circumstances where the Customer:

(i) is unable to arrange for the Goods to be collected at the time of unloading; or

(ii) requires short term storage prior to loading of Goods onto a vessel.

(b) If short term storage is made available, the Customer must pay any associated charges levied by the Port Authority.

(c) If the Customer does not arrange for the Goods to be collected, LINX will be entitled, on 28 days written 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, including returning the Goods to the Customer or its Associates and the Customer will not be entitled to any compensation in respect of those Abandoned Goods or their disposal.

4. Payment

4.1 Rates and Interest

(a) The Customer must pay LINX for the Services in accordance with the Rates.

(b) The Customer must pay all Rates within 14 days of the date of the tax invoice issued by LINX without discount, deduction, counterclaim or set-off.

(c) If the Customer disputes any amount set out in an invoice the Customer must nevertheless pay the amount (if any) which is not disputed and notify LINX within 7 days of receipt of the relevant invoice of the amount in dispute and the reasons for disputing it. Any disputed amount will be addressed in accordance with the dispute resolution process set out in clause 9.

(d) If the Customer defaults in the payment of any moneys due and payable under this Agreement for a period of 5 days following receipt of a notice of demand from LINX, then:

(i) The Customer must pay to LINX Interest on the amount of any money not paid by its due date under this Agreement. The Interest payable under this clause accrues daily from and including the due date for payment up to the actual date of payment and may be capitalised by LINX at monthly intervals; and

(ii) LINX may, at its discretion suspend the Services until payment has been made in full or terminate this Agreement by giving notice to the Customer with immediate effect.

(e) LINX will be entitled to exercise a right of lien and retention 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 Goods and/or containers until the monies owing are fully paid or any breach of this Agreement on the part of the Customer has been rectified.

4.2 Payments

- 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

4.3 Variation to Rates

(a) If a change in law or regulation (including, for the avoidance of doubt, the variation of any Carbon Scheme) occurs during the Term then, 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 charges relating to the Services to reflect the change in law or regulation by giving reasonable written notice to the Customer of not less than 14 days.

(b) LINX and the Customer may agree to vary the Rates at any time.

5. Safety and Environmental Requirements

(a) The Customer acknowledges that:

(i) LINX must ensure that its stevedoring operations at all times conform to the applicable requirements of the Environmental Protection Authority and any other relevant Authorities; and

(ii) The Customer will be responsible for any change in service or increased charges associated with environmental compliance, laws and any guideline or directive from relevant statutory authorities, including the port authorities.

(b) The Customer must:

(i) in addition to other obligations under the General Terms and Conditions immediately notify LINX in writing upon becoming aware of any hazardous, toxic or other environmentally unfriendly substances or commodities being carried on a vessel; and

(ii) when requested by LINX, provide LINX with a copy of the current Material Safety Data Sheet for Goods a minimum of 7 days prior to the arrival of the vessel carrying the Goods for loading or discharge at a Terminal.

(c) The parties agree to assist each other to conduct the operations contemplated by this Agreement in a manner conforming to all laws and good occupational health and safety practices.

6. Liability and Indemnities

6.1 LINX Liability

(a) Except to the extent directly caused or contributed to by LINX or any of its Associates, LINX will not be liable in tort, contract, bailment or otherwise to the Customer or its Associates for anything arising out of or relating to any:

(i) deterioration, contamination or evaporation of the Goods whilst in LINX's possession, including during any storage provided by LINX;

(ii) in the case of Goods being delivered to or collected from a LINX Site for Storage Services, any Liability for damage to, deterioration or contamination of Goods that occurred prior to their delivery to a LINX Site or after the Goods exited the LINX Site;

(iii) delay in delivering or failure to deliver the Goods or Services;

(iv) delay arising out of the breakdown of any plant, equipment or infrastructure;

(v) any demurrage or other costs arising from any delay in the performance of the Services or the breakdown of any plant, equipment or infrastructure;

(vi) breach or negligence by the Customer or its Associates of this Agreement;

(vii) acts or omissions on the part of any third party;

(viii) any spill of a Contaminant; or

(ix) damage to any Goods, port infrastructure or containers,

except to the extent directly caused or contributed to by LINX.

(b) Subject to clauses 6.1(a), 6.1(c) and 6.1(d), to the extent permitted by law, LINX's liability to the Customer arising in connection with this agreement in tort, contract, bailment or otherwise, is limited as follows:

(i) for damage to a Vessel, $20,000,000 in the aggregate; and

(ii) for any other loss or damage, $1,000,000 in the aggregate.

(c) The limitation of liability under clause 6.1(b) shall not limit any:

(i) liability of LINX which is covered by insurance maintained by LINX under clause 8 or ought to be maintained by LINX under clause 8, in which case LINX's liability will be limited to the amount actually recovered under the relevant insurance policy or which would have been recovered but for the failure to maintain the relevant insurance policy;

(ii) liability in relation to personal injury or death of any person;

(iii) liability which cannot be limited at law;

(iv) liability for breach of any warranty, statutory guarantee or condition that cannot by law be excluded; and

(v) liability in relation to a fraudulent or criminal act or gross negligence or wilful misconduct by LINX or its Associates.

(d) Notwithstanding any other provision of this Agreement, neither party has any liability to the other party for Consequential Loss arising out of or in the performance of the Services under this Agreement.

6.2 Notification of Claims

(a) The Customer agrees to notify LINX of any alleged Claim brought by the Customer or its Associates pursuant to this Agreement within thirty days of the relevant incident giving rise to the Claim.

(b) The Customer agrees that the time period in clause 6.2(a) is reasonable to ensure LINX can adequately respond to the alleged Claim within a reasonable time.

6.4. Non- Excludable Rights

(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) The Liability of LINX to the Customer for a breach of any warranty, statutory guarantee or condition regarding the Services that cannot by law be excluded is limited, at LINX's option to:

(i) supplying the Services again; or

(ii) the payment of the cost of having the Services supplied again.

7. Chain of Responsibility

(a) LINX and the Customer acknowledge and agree that each of them have obligations under the Chain of Responsibility Law.

(b) Each party must comply with its obligations under the Chain of Responsibility Law.

(c) The Customer must (and procure that its Associates) comply with any directions, procedures or policies advised or notified by LINX or its Associates to the Customer or its Associates with respect to packing, securing, loading or unloading of the Goods or entry into, use of or egress from the Premises.

(d) The Customer acknowledges and agrees that, unless otherwise provided for in the Services Quotation it will be responsible for packing the Goods and will be responsible for discharging any obligations under the Chain of Responsibility Law in respect of Goods which the Customer (or its Associates) has packed.

8. Insurance

(a) Each party must at all times during the Term have in place:

(i) public liability insurance to a minimum value of AUD 20,000,000; and

(ii) such other insurances as are required by law.

(b) The Customer acknowledges that it is responsible for obtaining any insurance it requires relating to the Goods, the Services or any vessel or vehicle and unless otherwise agreed LINX will have no liability to insure the Goods, the Services or any vessel or vehicle.

9. Dispute Resolution

(a) The parties must attempt to resolve any Dispute arising in relation to this Agreement in accordance with this clause 9 and must not commence any court proceedings until the process set out in this clause 9 has been exhausted.

(b) If a Dispute arises, a party claiming the Dispute must promptly notify the other party in writing of the existence and nature of the dispute and the parties will endeavour to settle the Dispute in good faith within 10 Business Days of written notification of the Dispute.

(c) Where a Dispute cannot be settled in accordance with clause 9(b), the parties will endeavour to settle the matter with the assistance of a mediator agreed by the parties or if agreement cannot be reached within

5 Business Days, a mediator appointed by the Institute of Arbitrators and Mediators Australia. Either party may request the president of the Institute of Arbitrators and Mediators Australia to appoint a mediator to the Dispute and must, at the time of making that request, provide a copy of that request to the other party.

(d) The mediator may adopt such procedures as they see fit to resolve the Dispute.

(e) Where the Dispute is mediated, each party will each be liable for half of the total costs of the mediation (excluding each party's own legal costs).

(f) If the Dispute is not resolved within one Month of the appointment of a mediator, either party may commence court proceedings.

(g) Until the Dispute is resolved, the parties must continue to observe their obligations under this Agreement (unless the Dispute relates to an amount payable under an invoice, in which case, the Customer's obligation to pay an amount is suspended to the extent of the Disputed amount until such time as the Dispute is resolved).

(h) Nothing in this clause precludes a party from seeking urgent injunctions or other urgent interlocutory relief.

(i) This clause does not apply to any Disputes regarding a failure by the Customer to pay any undisputed amounts which are due and payable under this Agreement.

10. Force Majeure

(a) 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) 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.

(c) The Customer will provide reasonable assistance to LINX if a Force Majeure Event occurs.

(d) Subject to clause 10(e), LINX will resume its obligations under this Agreement as soon as it is no longer affected by a Force Majeure Event.

(e) In the event that a Force Majeure Event exceeds the period of 3 Months, either party may provide notice to the other party, terminating this Agreement with immediate effect.

11. Notices

(a) Subject to clause 11(b), a notice, consent or other communication by a party under this Agreement must be:

(i) in writing;

(ii) addressed as required in the Details or Service Quotation; and

(iii) either:

A. delivered or sent by pre-paid registered mail (by airmail, if the addressee is overseas), courier, or other similar traceable form of delivery to the Representative's address; or

B. sent by email to that Representative's email address and the machine from which it is sent produces a report that states that it was successfully delivered.

(b) A notice, consent or other communication that

complies with this clause is regarded as given and received if it is delivered or sent:

(i) by email by 5.00 pm (local time in the place of receipt) on a working day - on that day; or

(ii) by email after 5.00 pm (local time in the place of receipt) on a working day, or on a day that is not a working day - on the next working day; and

(iii) by registered mail, courier or other similar traceable form of delivery - on actual receipt.

12. Termination

(a) If a party breaches any material provision of this Agreement, and, after being issued with a notice to rectify the breach, fails to rectify the breach within 7 days, this Agreement will immediately terminate on the issuance of a second notice by the other party.

(b) In addition to any other right of termination, LINX may terminate this Agreement by giving reasonable written notice to the Customer where, due to no fault of LINX, its ability to operate at the Premises ceases or if continuing to perform the Services will cause LINX to breach any contract with a third party or any applicable law.

(c) The parties' rights to terminate this Agreement under this clause 12 are in addition to any other rights under this Agreement or at law.

(d) If an Insolvency Event occurs in relation to either LINX or the Customer (Insolvent Party), the party not subject to an Insolvency Event may give notice to the Insolvent Party terminating this Agreement.

(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.

13. Miscellaneous Provisions

13.1 Confidentiality

Each party must keep confidential the terms of this Agreement as well as any information provided by a party to another party that, by its nature, or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential (Confidential Information) and must not cause or permit any persons to disclose Confidential Information without the consent of the other party except:

(a) to the extent necessary for the exercise of any right or compliance with any obligation under this Agreement;

(b) as required by law or the rule of a stock exchange; or

(c) to lawyers, accountants and auditors of that party for the purpose of those persons providing services in that capacity to the party that engaged them.

13.2 Amendment and Assignment

The Agreement can only be amended, supplemented, replaced, assigned, transferred or novated by written agreement of the parties the parties.

13.3 Entire Agreement

This Agreement constitutes the entire understanding of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it.

13.4 Waiver of rights

(a) Failure to enforce or exercise, or delay in enforcing or exercising, 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) Any waiver of a breach of this Agreement must be in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver. No waiver of a breach of a term of this Agreement operates as a waiver of another reach of that term or of a breach of any other term of this Agreement.

13.5 Severability

Any provision in this Agreement that is prohibited or unenforceable (or found to be so) in any jurisdiction is ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

13.6 Jurisdiction

The Agreement will be governed and construed in accordance with the law applying in the State and each party irrevocably submit to the exclusive jurisdiction of the courts in the State.

13.7 Relationship

Nothing in this Agreement creates a relationship of employer and employee, principal and agent or partnership between the parties.

13.8 Rights

(a) All rights, immunities, indemnities and limitations of Liability in this Agreement will continue to have their full force and effect in all circumstances and notwithstanding any breach of this Agreement by LINX or any other person entitled to the benefit of such provisions, or termination of this Agreement.

(b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.

13.9 Goods and Services Tax

(a) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

(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 this Agreement, the recipient 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 13.9(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 deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 13.9(b). The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.

(e) If an adjustment event arises in respect of a taxable supply made by a supplier under this Agreement, the amount payable by the recipient under clause 13.9(b) will be recalculated to reflect the adjustment event and a payment will be made by the recipient to

the supplier or by the supplier to the recipient as the case requires.

(f) Where a party is required under 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.

In this clause 13.9, 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.

13.10 Exchange of counterparts by email

(a) This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

(b) This Agreement is binding on the parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by email:

(i) must be treated as an original counterpart;

(ii) is sufficient evidence of the execution of the original; and

(iii) may be produced in evidence for all purposes in place of the original.