

TRANSPORT, WAREHOUSE AND EXPORT SERVICES



WINeworks
AUSTRALIA

TRANSPORT TERMS AND CONDITIONS

Standard Terms and Conditions of Carriage and Storage of Goods

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions unless expressed otherwise:

- (i) **"Carrier"** means Wine Works Australia Pty Ltd A.B.N. 90 107 208 060, its officers, employees, servants, sub- contractors and agents.
- (ii) **"Charges"** or **"Charge"** means the charges payable for carriage and Storage calculated under the Carriers rates schedule or other agreed rates, and any tax including a goods and services tax ('GST') levied directly on a transaction or supply.
- (iii) **"Customer"** or **"Consignor"** means any person, organization, company, government or statutory body or authority with whom this contract is made or on whose behalf this contract is entered into or whom the Carrier contracts to provide services.
- (iv) **"Goods"** shall mean the goods received or to be received by the Carrier from the Customer for the purpose of carriage to the place or destination of delivery, such place or destination to be as instructed by the Customer to the Carrier. It also means the goods accepted from the Consignor with any container, packaging or pallets supplied by or for the Consignor.
- (v) **"Storage"** means the whole of the storage operations and services undertaken by the Carrier for the Goods but does not include collection of the Goods or their redelivery when taken out of storage.
- (vi) **"Sub-Contractor"** shall mean and include:
 - (a) All companies which are related body corporates of the Carrier within the meaning of that expression as defined in the Corporations Act 2001 (Commonwealth);
 - (b) Railways operated by the Commonwealth or any State or territory;
 - (c) Any person, organization, company, government or statutory body or authority with whom the Carrier may arrange for the carriage or storage of any Goods the subject of these terms and conditions;
 - (d) Any person who is now or hereafter a servant, agent, employee, or sub-contractor of any of the persons as referred to in paragraphs 1(i) and 1(iii) above; and
 - (e) Any person with whom the Carrier arranges storage of the Goods and any person who is a servant, agent, employee or sub contractor of the Carrier.

1.2 Headings are for reference only and do not effect the interpretation of these terms and conditions.

2. EXCLUSIONS AND LIMITATION OF CARRIER'S LIABILITY

- 2.1 The Carrier is not a common carrier and accepts no liability as such. All Goods are carried or transported and all Storage and other services are performed by the Carrier subject to these terms and conditions.
- 2.2 Subject to clause 2.10, the Carrier excludes from these terms and conditions all conditions, warranties and terms implied by statute, general law or custom.
- 2.3 Subject to clause 2.10, the Carrier excludes all liability to the Customer for acts or omissions of the Carrier in tort (including negligence), contract bailment or otherwise for loss of, damage to or deterioration or contamination of the Goods, or any delay, non-delivery or other failure to supply the Goods or arising out of the Goods, or these terms and conditions.
- 2.4 Subject to clause 2.10 the Carrier excludes all liability for, and the Customer releases and indemnifies the Carrier against all loss, damage, costs and expense from any claim by the Customer in tort (including negligence), contract, bailment or otherwise for loss or damage to any property, injury to, or death of any person arising out of the acts or omissions of the Carrier or any or all of the Goods, any delay, non-delivery or other failure to supply the Goods, deterioration, damage, contamination or loss of Goods or any failure arising or delay out of the Storage of the Goods.
- 2.5 The exclusions, releases and indemnities in clauses 2.2, 2.3 and 2.4 extend to loss of profits, business or anticipated savings or any other indirect or

consequential damage and to economic loss and even if the Carrier knows they are possible or otherwise foreseeable.

2.6 These terms and conditions apply in all circumstances arising from a fundamental breach of contract or breach of a fundamental term.

2.7 The Carrier in addition to acting for itself, also acts as agent of and trustee for each of its servants, agents, Sub-Contractors so these conditions, including any exclusions or limitations of liability, to the same extent as the Carrier even if the Carrier breaches any of these terms and conditions, all the rights, immunities and limitations of liability in these terms and conditions continue to have their full force and effect in all circumstances.

2.8 The Carrier is not liable for, nor bound by, any instructions to collect cash on delivery or any other payments for the Customer.

2.9 Notwithstanding anything herein contained, the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to these terms and conditions and prevents the exclusion restriction or modification of that warranty.

2.10 The provisions governing all arrangements and agreements between the parties are subject to Force Majeure. Force Majeure shall include but not be limited to an act of God, strike, lockout, act of public enemy, war, blockade, act of terrorism, revolution, riot, insurrection, civil commotion, lightening, fire, storms, flood, explosion, act of State, government restraints and restrictions, embargoes, availability or equipment, plant, goods and the like, or any other cause, all such events not being reasonably within the control of the party claiming benefit of the same.

3. CLAIMS

3.1 Subject to clause 3.2, the parties agree that the Carrier is not liable for damages or loss of the Goods or any part of the Goods.

3.2 The parties agree that the Customer must lodge any notice of claim for consideration and determination by the Carrier within seven (7) days of the date of delivery or for non delivery within seven (7) days of the anticipated date of delivery or the removal or destruction of the Goods.

3.3 The failure to notify a claim within the time limits under clause 3.2 is evidence of satisfactory performance by the Carrier of its obligations.

4. QUOTATIONS AND CHARGES

- 4.1 Any quotation given by the Carrier to the Customer is valid for the period of 30 (thirty) days from the date of the quotation.
 - 4.2 Acceptance of a quotation is effective only upon signing and receipt by the Carrier of the signed quotation within the said time period.
 - 4.3 Charges will commence on the date the signed quotation is received by the Carrier.
 - 4.4 Quotations and the Carriers Standard Rate Schedule may be varied from time to time by the Carrier. The Carrier reserves its right to make such variance without notice to the Customer. The varied rates will apply from the date specified by the Carrier.
 - 4.5 Charges are from the Carrier unless otherwise quoted. The Carrier's standard on forwarding Charges (deliveries to and from country areas as determined by the Carrier) apply for all deliveries and pick ups not within the local area.
 - 4.6 Unless otherwise specified in writing by the Carrier, the Customer must pay the Carrier the Charges within 14 days of the date of the Carriers tax invoice.
 - 4.7 The Carrier may, at its discretion, charge interest on any overdue amount at the maximum commercial overdraft interest rate for amounts not exceeding \$100,000.00 (one hundred thousand dollars) as charged by the Carrier's banking institution or exercise its lien pursuant to clause 21.
 - 4.8 The Carrier's Standard Rate Schedule forms part of these terms and conditions and is available upon request.
 - 4.9 Refund of Charges by the Carrier is not applicable under any circumstances.
- #### 5. CARRIAGE CHARGES
- 5.1 The Customer must:
 - (i) pay a surcharge in accordance with the Carrier's Standard Rate Schedule where Goods measure a length in excess of 3.6 metres (being 3 pallets x 1.2 metres).

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(ii) pay the relevant amount set out in the Carrier's Standard Rate Schedule where the Customer requests freight services that have not been quoted by the Carrier.

(iii) pay additional Charges which are to be agreed by the parties whether verbally or in writing where the delivery requires a specialised vehicle to complete the tasks as a tailgate.

(iv) pay a demurrage Charge payable in accordance with the Carrier's Standard Rate Schedule where a vehicle is unduly delayed due to waiting time to complete the task.

(v) pay an additional Charge for express freight being guaranteed delivery by close of business on the allocated transit day.

(vi) pay an additional Charge for priority freight being guaranteed AM delivery on the allocated transit day.

(vii) pay additional Charges for dangerous goods, tailgate and hand unloads, futile delivery, couriers, demurrage, freight lengths (> 3.6m).

(viii) pay a fee surcharge in accordance with the Carrier's Standard Rate Schedule where the Goods are required to be loaded and/or unloaded by hand due to the unavailability of a forklift or for any other reason.

(ix) pay additional Charges where delivery is refused at the point of delivery due to incorrect details of delivery being provided by the Customer to the Carrier and re-delivery or rehandling of the Goods is required such Charges as agreed by the parties and set out in the Quotation as standard detention Charges or in the absence of agreement in accordance with clause 5.1(xiv).

(x) pay additional Charges for additional drop offs.

(xi) pay for the costs of hiring recovery and replacement for all pallets listed by the Carrier for transportation of the Goods unless exchange pallets are available at the time of delivery.

(xii) pay the transfer of hire charges or pay the current price for pallets where an exchange of equivalent pallets is not affected when transferring the Goods.

(xiii) pay rates for services to be agreed in writing over and above the Carrier's Standard Rate Schedule where transportation of Goods is requested outside business hours, on weekends or on public holidays together with a surcharge in accordance with the Carrier's Standard Rate Schedule for such services.

(xiv) pay a detention Charge to be calculated at the standard hourly rate provided for in accordance with standard Carrier's Standard Rate Schedule where the Carrier is delayed whilst at the point of pick up or delivery.

(xv) pay an account transfer fee surcharge in accordance with the Carrier's Standard Rate Schedule for the transfer of each account between existing accounts of the Customer.

(xvi) pay a re-consignment fee where the Customer requests the Carrier to transfer the delivery and/or pick up of the Goods to another transport company such fee to be surcharge in accordance with the Carrier's Standard Rates Schedule for each and every pick up and/or delivery of the Goods.

(xvii) pay a fuel levy over and above the quote in the event of fuel costs increases. Such levy to be either a variable levy adjusted monthly or a fixed levy. Fuel levy may be applied without notice in accordance with the Carrier's fuel costing models and methods.

(xviii) pay a dangerous Goods surcharge for all consignments containing dangerous Goods in accordance with the schedule of rates.

(xix) reimburse the Carrier for any expense loss or costs associated with the Goods for carriage or Storage that will likely attract any vermin or pests.

5.2 Proof of Delivery documentation will be provided to the Customer at no charge if the request for such documentation is made in writing within 3 (three) calendar months from the date of the particular delivery or pick up. Requests for production of documentation of delivery and pick up services that are beyond the said 3 (three) month period will incur a fee surcharge.

5.3 Reciprocal rates only apply as indicated on service quotation.

6. STORAGE CHARGES

6.1 The Customer must pay the Carrier any outstanding Charges or expenses not recovered out of the proceeds of sale of the Goods under clause 21.

6.2 The Customer is liable for any labour and/or machinery costs to load or unload the Goods.

6.3 The Customer is liable for any expenses or Charges incurred by the Carrier to comply with any law or regulation or any order or requirements made under them or with the requirement of any market, harbour, dock, railway, shipping, customs, excise or warehouse authority or other person.

6.4 In the event that any of the Goods are under customs control the Customer must pay all associated costs (customs duty, excise duty, fines or penalties) which the Carrier becomes liable to pay or pays.

6.5 The Customer must pay any costs associated with the destruction, disposal or opening and inspecting of stored Goods to the Carrier.

6.6 The Customer must reimburse the Carrier for any expense, loss or costs associated to the Carrier's property or person caused by the Goods.

6.7 Charges apply upon receipt of the Goods to the Carrier, whether damaged or not.

6.8 Charge for Storage period is from Saturday to following Friday. Minimum charge for Storage is 1 (one) week.

7. PRICING METHODOLOGY

7.1 The Carrier at all times maintains the right to apply freight Charges in accordance with standard freight units as outlined below:

- Pallet Space = 2.4(H) x 1.2(L) X 1.2(W) Module size
- Standard Pallet = 1.3(H) x 1.2(L) x 1.2(W) Module size
- Less than a standard pallet = Is charged at minimum of 1 Standard Pallet
- Oversized Freight (Greater than pallet size) = Will be charged on the number of standard pallet spaces used

7.2 The Carrier's standard pricing methodology is based on a per standard pallet rate structure. (Unless quoted in writing otherwise).

7.3 All freight is checked and weighed on receipt with accredited weighing scales and if cents per kilo rates apply - will be cubed by height x length x depth. A cubic rate conversion (as per written quote) is then applied to identify the space equivalent. The Carrier will charge at the greater kilogram amount (Cubic Conversion or Deadweight – whichever is the greater).

8. CREDIT ACCOUNT

8.1 A Commercial Credit Account will be activated once a signed credit application and service quotation is received and approved by the Carrier.

8.2 It is agreed by the parties that the Commercial Credit Account forms part of these terms and conditions.

8.3 A Commercial Credit Account will be closed if it has minimal activity, as determined by the Carrier, or has not been utilized within a 6 (six) month period.

8.4 A closed Commercial Credit Account may only be reactivated when a signed credit application and signed service quotation is received by the Carrier.

8.5 Minimum trading requirement for a Commercial Credit Account to be activated is \$30,000 per annum, unless otherwise agreed in writing by the Carrier.

9. PARTIAL PAYMENT OF ACCOUNT

Unless prior consent is granted in writing by the Carrier to the Customer or the Customer is awaiting receipt of proof of delivery or any other supporting documentation of delivery and or pick up, then if the Customer makes no or partial payment to the Carrier on its account, the Customer accepts that the Carrier may place an automatic stop service on the Customer's account. The Customer agrees and acknowledges that the Carrier is not liable for any resulting loss or damage caused to the Customer and or its Goods as a consequence of the stop service.

10. REQUESTS FOR CREDIT

Requests for credit by the Customer on each or any tax invoice will only be considered and determined by the Carrier if the said request is made in writing within 30 (thirty) days of the tax invoice date.

11. RIGHT TO REFUSE CARRIAGE OR STORAGE OF GOODS

The Carrier reserves the right to refuse at its discretion the carriage or transport and or Storage of Goods.

12. SUB-CONTRACTING

12.1 The Customer hereby authorises the Carrier (if the Carrier in its discretion thinks fit to do so) to arrange with a Sub-Contractor for the carriage and or

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Storage of any Goods. Any such arrangement shall be deemed to be ratified by the Customer upon delivery of the said Goods to such Sub-Contractor who shall thereupon be entitled to the full benefit of these terms and conditions to the same extent as benefiting the Carrier as if such provisions were expressly for their benefit. In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled, the Carrier shall be deemed to enter into this contract for its own benefit and also as agent for the Sub-Contractor.

12.2 The Customer undertakes that that no claim or allegation shall be made against any person wheresoever by whom the carriage or Storage or part of the carriage or Storage is performed or undertaken and if such claim or allegation is nonetheless made then the Customer agrees to indemnify and to keep the Carrier indemnified against all consequences thereof.

13. METHOD OF CARRIAGE

13.1 If the Customer expressly or impliedly instructs the Carrier to use or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the Goods or a particular method of carriage whether by road, rail, sea or air the Carrier will give priority to that method but if that method cannot conveniently be adopted by the Carrier for any reason whatsoever, the Customer hereby authorises the Carrier to handle or store or to carry or have the Goods carried by any other method or methods the Carrier in its discretion thinks fit.

13.2 The Customer hereby authorises any deviation from the usual route or manner of carriage and or Storage of Goods which may in the absolute discretion of the Carrier be deemed reasonable or necessary in the circumstances.

14. DELIVERY

14.1 The Carrier is authorised to deliver the Goods at the address given to the Carrier by the Customer for that purpose and it is expressly agreed that the Carrier shall be taken to have delivered the Goods in accordance with the contract as between the Carrier and Customer if at that address the Carrier obtains from any person a receipt or a signed docket for delivery of the Goods.

14.2 If the address given to the Carrier for the purposes of delivery is unattended at the time of delivery, or if delivery cannot be effected by the Carrier (other than by reason of the negligence of the Carrier) the Carrier may deposit the Goods at that address (which shall be deemed to be delivery under the Contract) or store the Goods at a place where the Carrier deems necessary or appropriate to store those Goods and if the Goods are stored the Customer shall pay the Carrier for all costs and expenses incurred of and incidental to that Storage and redelivery.

14.3 It is agreed that the person delivering any Goods to the Carrier for carriage or transportation and or Storage is authorised to sign the documentation evidencing this agreement for or on behalf of the Customer.

15. STORAGE BASIS

15.1 The Carrier reserves the right to refuse at its discretion the Storage of Goods, subject to clause 11.

15.2 The Goods are Stored entirely at the risk of the Customer, and the Carrier accepts no liability for the Goods whatsoever.

15.3 The Carrier relies on the Customer to supply details of description, pallet/space, weight, items, quantity, value and measurement and condition of the Goods as supplied by the Customer however the Carrier cannot verify and does not admit their accuracy.

15.4 If the Customer requests a preferred method of Storage, one that is not offered by the Carrier within standard practice, the Carrier will make every reasonable attempt to adopt the preferred method however if it is not achievable the Carrier may use any method of Storage.

16. PALLET SERVICES

16.1 It is agreed by the parties that the Carrier's Pallet Service Trading Procedure forms part of these terms and conditions and is annexed hereto.

16.2 In the event that the Customer instructs the Carrier to transfer those pallet accounts of the Carrier as held on behalf of the Customer to the Carrier's own pallet account then such instruction is accepted only upon the Customer agreeing to indemnify the Carrier against all and any loss or non-recovery of any of the pallets as consigned by the Carrier, howsoever arising, such acceptance to be deemed granted by the Customer in its entirety upon the Customer giving such instructions and the Carrier effecting such transfer.

17. CUSTOMER WARRANTIES AND INDEMNITIES

The Customer warrants to the Carrier that:

17.1 it has in place whether prior to or at the time of entering into these terms and conditions adequate insurance coverage over the Goods for the carriage and/or Storage of the Goods, and acknowledges and agrees that the Carrier does not take responsibility for such insurance;

17.2 it has fully and adequately described the Goods, their nature, weight and measurements and complied with all applicable laws and regulations (inclusive of the Australian Code for Transport of Dangerous Goods by Road and Rail and Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description, labelling, transport and packaging of the Goods and that, given their nature, the Goods are packed in a proper way to withstand the ordinary risks of transport;

17.3 it is either the owner or the authorised agent of the owner of the Goods and has full power and authority to deal with the Goods;

17.4 it is authorised to accept these terms and conditions for itself and the receiver as well as any other person for whom the Customer is acting or any other person having an interest in the Goods;

17.5 neither it nor any other person will make an allegation or claim against the Carrier or any other person about the transport and the Storage of the Goods, AND the Customer indemnifies the Carrier from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the Customer's obligations or these terms and conditions; and

17.6 the person requesting the Goods to be stored is authorised to do so for and on behalf of the Customer.

18. DANGEROUS ARTICLES

18.1 Before or at the time of entering into these terms and conditions the Customer shall fully disclose to the Carrier in writing the precise details of the class of dangerous or hazardous Goods and supply a copy of the appropriate Emergency Procedure Guide and label such Goods accordingly whereupon the Carrier at its absolute discretion may accept or decline to proceed with the transaction.

18.2 In the event of discovery by the Carrier of hazardous or dangerous Goods not being disclosed or Goods likely to attract any vermin and or pest, the Carrier may take any reasonable action including remove, destroy or otherwise dispose of or treat the same at the expense of the Customer and the Customer hereby agrees that all costs incurred by the said non disclosure are fully recoverable from the Customer. The Carrier may also hold the discovered dangerous Goods at a nominated depot, at the expense of the Customer, for the Customer to then arrange its own transportation.

18.3 The Customer will advise the Carrier prior to Storage of any Goods of those Goods which are self-combustible. In the event that the Customer fails or neglects to notify the Carrier then the Customer will be liable for all and any loss or losses attributable to that non-disclosure to the Carrier.

19. CUSTOMER OBLIGATIONS

The Customer must:

19.1 not tender for Storage any explosive or volatile Goods;

19.2 not tender for Storage any Goods which are or may become dangerous, inflammable or offensive;

19.3 notify the Carrier immediately of any change in its address or contact details;

19.4 give at least 30 (thirty) days written notification to the Carrier of its intention to withdraw the Goods from Storage; and finalize their debt in full for both Storage and transport (if applicable) prior to release of all stock from Storage.

20. CARRIER'S RIGHTS

20.1 If the Customer does not adhere to these terms and conditions and any other agreed trading terms, the Carrier may at any time require the Customer to remove their Goods.

20.2 The Carrier may at any time destroy, abandon or dispose of any Goods at the Customer cost, if in the opinion of the Carrier the Goods are liable to become explosive, inflammable, dangerous offensive or damaging in nature. The Carrier cannot be held liable for compensation to the Customer for such actions.

20.3 The Carrier does not have to make the Goods available to the Customer or any other person unless all Charges have been paid and an authority signed by the Customer or authorized agent is received.

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20.4 The Carrier may consolidate the Goods with others as a principle or agent may arrange for Storage of the Goods by any Sub-Contractor on any terms.

20.5 The Carrier may open any Goods to determine their nature, ownership or condition if the Goods do not have an identifying feature.

21. CARRIER'S LIEN

21.1 The Goods are accepted subject to a general lien for all Charges now due or which may hereafter become due to the Carrier on any account. If the lien is not satisfied and/or the Goods are not collected or delivered, the Carrier may at its option and without any notice, in the case of perishable goods forthwith and in any other case upon the expiration of one month, either:

(i) remove such Goods or part thereof and store them in such a place and manner as the Carrier shall think proper and at the risk and expense of the Customer; or

(ii) open any package and sell such Goods or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for any loss or damage thereby caused.

21.2 In the event that the Customer requests and the Carrier accepts to store Goods for the Customer for an extended period of time, the Carrier shall be entitled at any time to give written notice to the Customer by registered or certified mail requiring the Customer to remove the Goods from its Storage within 28 (twenty-eight) days or any longer period as specified in such notice and in the event of failure by the Customer to so remove the Goods the Carrier may without prejudice to any other rights or obligations which the Carrier may have under this contract or otherwise at law sell all or any of the Goods by public auction or private treaty and apply the net proceeds in satisfaction of any amount owing by the Customer to the Carrier and hold the balance, if any, on account of the Customer.

21.3 The Carrier may deduct or set-off from any moneys due from the Customer under any contract or agreement debts and moneys due from the Customer under these terms and conditions or any other contract or agreement.

22. SERVICE OF NOTICES

Any notice given under these terms and conditions may be provided to the Customer by post or facsimile at the last known address of the Customer as known by the Carrier.

23. SEVERABILITY

If a clause of these terms and conditions is unenforceable, the unenforceability does not affect any other part of the terms and conditions or any other term or condition.

24. VARIATIONS AND WAIVER

24.1 The Carrier is not bound by any waiver, discharge or release of a condition or any agreement which varies these terms and conditions unless it is in writing and signed for the Carrier by an authorised officer.

24.2 If the Carrier 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.

25. JURISDICTION

These terms and conditions are governed and much be construed under the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that State.

ANNEXURE A

WineWorks Pallet Service Trading Procedures

Dear Customer,

WineWorks Australia Pty Ltd advise that all pallet transactions are conducted on a delayed transfer basis.

Please note our pallet account details outlined below;

Chep Account Name: WineWorks Australia Account

Chep Account Number: 301172

Loscam Account Number: 326260

Trading Terms: No Exchange of Pallets at Pick-Up
7 Day IOU Recovery delay

Effective transfer dates – Dates Available on Application

Activation of the WineWorkss Pallet Service is dependent upon the complete and **accurate completion** of the "pallet details" section of the WineWorks consignment note **by the sending party**.

Transfer Procedure A comprehensive and detailed transfer procedure is available on request from our offices.

To activate this Pallet Transfer facility please call 08 8382 8882 or via email at pallets@wineworks.com.au

Failure to do so may result in transfer rejections and subsequent pallet losses to your company.

Consignee agrees that Pallet Services are provided subject to terms and of carriage as detailed in the WineWorks standard terms and conditions of Carriage and Storage. Freight is palletised for ease of delivery only. The Consignee agrees to accept transfer of hire charges or pay the current price for pallets when the exchange of equivalent pallets can have not been affected at the point of delivery. All Pallet Documentation must be received by WineWorks within 60 days of the Pickup / Delivery Date, documentation received after this date may be rejected or have an adjusted effective date applied at the discretion of WineWorks Pallet Control.

Variations Rights To Quoted Pricing

Wine Works reserves the right to vary pricing without notice to cover unexpected changes to the costs of cartage, and or omissions or errors herein. Wine Works operate on a commitment of fair service obligation and shall only vary pricing under conditions of commercial necessity.

Application Of Fuel Levies

The fuel levy is capped at 15.70% on all work, unless otherwise stated.

No Fuel levy is applied on pricing in the "National Courier Transport Schedule" unless it is provisioned by the carrier(s). Fuel levies are on charged at cost.

Application Of The Goods And Services Tax

The GST is excluded from the pricing schedules below. It shall be charged in addition to quoted pricing at the rate of 10%, and is subject to change - per legislative review.

Account Trading Terms

Monthly Transport accounts issued by Wine Works are payable 30 days from the invoice issue date. Wine Works may exercise its right to charge late payment fees to clients who consistently fail to pay within 30 day terms. Shortly we will be changing to fortnightly invoices which will be payable 30 days from date of invoice to stay in alignment with our supplier invoices.

Conditions Of Cartage

Wine Works offers transport management services which are under the governance of the Conditions of Cartage of relevant carriers. All carriers are NOT common carriers and offer no insurance or warranty against transit damage or loss through any means. Goods are carried at the express risk of the owner, and the clients relevant insurances should be in place prior to carriage of goods. Transit times are a guide only and are not guaranteed.

Express Services

Wine Works standard service level is to transit all Wine Freight on a Road Express Premium service. All palletised Wine Freight is throughput as priority freight and will reach destinations in the shortest allowable (legal) time on road. This commitment excludes Australia Post Wine Services which have longer transit times.

Metro Rate Structure

Pricing is shown for Metro ground floor deliveries door to door unless otherwise stated, and is structured to include forklift load, and unload at destination.

Commercial Confidentiality

All information presented by Wine Works to any client or prospective client is done so in the strictest confidence and is intended only for the client named herein. This information is privileged and contains confidential information. It is illegal to copy, transmit, communicate, or distribute this information in any form via any method to any person or device.

Transport Requests

All transport requests must be presented to WineWorks in one of the following formats:

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- Via email or fax on a Wine Works Consignment note with details of pickup and delivery address as well as quantity and type of stock and pallet type
- Via WineWorks website per web job manual

All transport requests must be received prior to 2.00pm of the day prior to despatch. Any request received after this time may be processed at Wine Works discretion and sundry charges will apply (see sundry charges schedule page 3)

Pallet Control

Wine Works can provide their clients with a pallet transfer service for both Chep and Loscam pallets and have a dedicated pallet controller in SA to assist with any enquiries.

WineWorks will exchange hire pallets one for one on pickup and delivery. Pallets owed to Wine Works which are not able to be recovered after a period of 60 days, will be invoiced to the trading partner at \$30.00 per pallet. Wine Works will not recognise pallets owed to the trading partner after a period of 60 days.

Wine Works has hire pallet accounts in SA. Trading partners are able to use this facility to transfer onto a WineWorks account, the following conditions apply.

1. A 7 day transfer delay for all pallets transferred on to any Wine Works pallet account.
2. A 40 day transfer delay applied for all deliveries going to the following distribution centres; Coles / Liquorland, Woolworths, and IGA/Metcash.

An 'Equipment Days Offset' form is required to be signed and returned by the trading partner prior to transferring onto a WineWorks account.

The Australian Consumer Law

1. Nothing in these conditions is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law.
2. Liability of WineWorks Australia arising out of any one incident whether or not there has been any declaration of value of the goods, for breach of warranty implied into these conditions by the Australian Consumer Law or howsoever arising is limited to any of the following as determined by WineWorks Australia:
 - (a) The supplying of the services again; or
 - (b) The payment of the cost of having the services supplied again; or
 - (c) Where the client is a consumer as defined in the Australian Consumer Law then the client shall also be entitled to a refund.

Delivery

1. WineWorks Australia is authorised to deliver the goods at the address given to WineWorks Australia by the client for that purpose and it is expressly agreed that WineWorks Australia shall be taken to have delivered the goods if at that address WineWorks Australia obtains from any person a receipt or a signed delivery docket for the goods.
2. Delivery of the goods to a third party nominated by the client is deemed to be delivery.
3. It is the client's sole responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery.

Loss or Damage

1. Subject to any statutory provisions imposing liability in respect of the loss of or damage to the goods:
 - (a) WineWorks Australia shall not be under any liability for any damage to, loss, deterioration, mis-delivery, delay in delivery or non-delivery of the goods (whether the goods are or have been in the possession of Wine Works 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) The client will indemnify WineWorks Australia against all claims of any kind whatsoever, howsoever caused or arising brought by any person in connection with any matter or thing done, said or omitted by Wine Works in connection with the goods.

Default & Consequences of Default

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 one half percent (2.5%) per calendar month (and at WineWorks Australia's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

2. In the event that the client's payment is dishonoured for any reason the client shall be liable for any dishonour fees incurred by WineWorks Australia.
 3. If the client defaults in payment of any invoice when due, the client shall indemnify Wine Works from and against all costs and disbursements incurred by WineWorks Australia in pursuing the debt including legal costs on an indemnity basis and Wine Works's collection agency costs.
 4. Without prejudice to any other remedies WineWorks Australia may have, if at any time the client is in breach of any obligation (including those relating to payment); WineWorks Australia may suspend or terminate the supply of Services to the client and any of its other obligations under these conditions. WineWorks Australia will not be liable to the Client for any loss or damage the client suffers because WineWorks Australia exercised its rights under this clause.
 5. If any account remains overdue after one (1) day then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
 6. Without prejudice to WineWorks Australia's other remedies at law WineWorks Australia shall be entitled to cancel all or any part of any order of the client which remain unperformed in addition to and without prejudice to any other remedies and all amounts owing to WineWorks Australia shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to WineWorks Australia becomes overdue, or in WineWorks Australia's opinion the client will be unable to meet its payments as they fall due; or
 - (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.

General

1. 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.
2. These conditions and any contract to which they apply shall be governed by the laws of South Australia and are subject to the jurisdiction of the courts of South Australia.
3. 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 WineWorks Australia.
4. WineWorks Australia reserves the right to review these conditions at any time. If, following any such review, there is to be any change to these conditions, then that change will take effect from the date on which WineWorks Australia notifies the client of such change.
5. 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.
7. The failure by WineWorks Australia to enforce any provision of these conditions shall not be treated as a waiver of that provision, nor shall it affect WineWorks Australia's right to subsequently enforce that provision.

Insurance

The client acknowledges that

- (a) The goods are carried and stored at the client's sole risk and not at the risk of Wine Works; and
 - (b) WineWorks Australia is under no obligation to arrange insurance of the goods and it remains the client's responsibility to ensure that the goods are insured adequately or at all;
- And
- (c) Under no circumstances will WineWorks Australia be under any liability with respect to the arranging of any such insurance and no claim will be made against WineWorks Australia for failure to arrange or ensure that the goods are insured adequately or at all.

**NOT JUST A PROVIDER
BUT AN INTEGRATED
BUSINESS PARTNER**

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