

1. APPLICATION

- 1.1 These General Terms & Conditions (**General Terms**) for Goods or Services apply to and govern the supply of Goods or Services to CTI Logistics Limited (**CTI**) and/or any Affiliate of CTI by the SUPPLIER and/or any Affiliate of the SUPPLIER.
- 1.2 Any order, request or other instructions (whether oral or in writing) issued by or on behalf of CTI for SUPPLIER to supply Goods or Services, or CTI's acceptance of Goods or Services supplied by SUPPLIER, constitutes acceptance of these General Terms on the part of CTI.
- 1.3 For the purposes of clause 1.2, a legally binding contract between the CTI and SUPPLIER is created for SUPPLIER to supply, and for CTI to receive, the Goods or Services for the Fees at the Rates on and subject to these General Terms and any Services Document provided by CTI to the SUPPLIER or accompanying these General Terms in respect of the Goods or Services (if applicable) (**Agreement**).
- 1.4 To the extent the SUPPLIER terms and conditions are supplied with any purchase order, email or other communication, or by reference to any web site, those terms and conditions will be of no legal effect and will not constitute part of the Agreement (even if CTI Personnel sign those SUPPLIER terms and conditions).
- 1.5 The Agreement will commence on the Commencement Date.

2. SERVICES

- 2.1 CTI engages SUPPLIER to provide, and SUPPLIER agrees to provide, the Goods or Services specified in the Agreement in consideration for the payment of the Fees on the terms of the Agreement.
- 2.2 In supplying the Goods or performing the Services SUPPLIER must use reasonable endeavours to:
 - (a) perform the Services in a competent and professional manner and in accordance with all applicable Law;
 - (b) act in accordance with CTI's reasonable instructions and directions; and
 - (c) adequately safeguard and secure any Goods whilst they are in SUPPLIER's possession or control in a manner reasonably sufficient to minimise the risk of Loss or Damage to the Goods.
- 2.3 SUPPLIER may provide and perform Additional Services in accordance with CTI's Instructions.

3. FEES, RATES AND PAYMENT

3.1 Fees and Rates

- (a) CTI must pay SUPPLIER the agreed Fees and all applicable GST in consideration for the Goods or Services.
- (b) The Fees shall be calculated and charged by SUPPLIER in accordance with the Rates and any provision for fees stated in the Services Document.

3.2 Invoicing and payment

- (a) SUPPLIER may issue an invoice for Goods or Services any time after the Commencement Date.
- (b) Except as otherwise agreed in a Services Document, SUPPLIER shall invoice CTI for Goods or Services at a frequency determined by CTI and CTI will make payment within 30 days from the end of the month in which the SUPPLIER tax invoice is received by CTI.
- (c) If CTI disputes any amount shown on a tax invoice given by SUPPLIER, it must notify SUPPLIER and must pay any amounts not in dispute in accordance with this clause 3.2.

4. MODERN SLAVERY ACT

- (a) SUPPLIER complies with the Modern Slavery Act;
- (b) SUPPLIER will assess its own suppliers for compliance to the Modern Slavery Act;
- (c) neither SUPPLIER nor to the best of SUPPLIER's knowledge, SUPPLIER's Personnel, has anywhere in the world committed or been charged with an offence relating to Modern Slavery; and

- (d) it will comply with CTI's reasonable request for any information to determine SUPPLIER's compliance with the Modern Slavery Act or to enable CTI to comply with the Modern Slavery Act.

5. INSURANCE

- 5.1 SUPPLIER shall maintain public liability insurance of an amount not less than \$20,000,000 and workers compensation insurance (as required by Law) to cover any liabilities arising directly from the provision of Goods or Services by SUPPLIER under the agreement.
- 5.2 Any other insurance, which is required by this Agreement or by law in the State or Territory where the work is to be performed.

6. WITH LAWS AND DIRECTIONS

- 6.1 SUPPLIER must comply with all applicable Laws in supply of the Goods or performance of the Services. including but not limited to:
 - (a) the Intellectual Property rights of any third party;
 - (b) the Work Health and Safety Act 2020 and its associated regulations, codes of practice and guidelines;
 - (c) the Privacy Act 1988 (Cth).
 - (d) the Modern Slavery Act 2018 (Cth); and
 - (e) the Migration Act 1958 (Cth) and the Migration Regulations 1994 (Cth).
- 6.2 SUPPLIER warrants that it holds all necessary licences required by Law for the provision of the Goods or Services.
- 6.3 SUPPLIER is responsible for the health, safety and welfare of its Personnel engaged in the supply of Goods or performance of the Services, including on CTI sites.

7. TERM

- 7.1 The Agreement will commence on the Commencement Date and continue until terminated in accordance with the Agreement (**Term**).

8. WARRANTIES

- 8.1 SUPPLIER shall not subcontract or otherwise delegate any of its obligations in respect of the Services or part thereof or otherwise arising from or related to this Agreement, without the prior written consent of CTI.
- 8.2 CTI makes no warranties as to volume or the exclusivity of SUPPLIER in supplying the Goods or Services. The SUPPLIER acknowledges that they are aware volumes may fluctuate or be wholly withdrawn without notice and no implied or explicit volume guarantee is provided herein.
- 8.3 SUPPLIER warrants and CTI understands and absolutely relies on the fact that the SUPPLIER has the expertise and equipment to adequately and safely perform the required Services according to best industry practice, and that any equipment hired or otherwise provided to CTI is in good working order according to its nature and purpose and complies with all statutory requirements and the relevant manufacturer's specifications.
- 8.4 If CTI discovers that the Goods or Services are defective or unacceptable to CTI, CTI may (at its option) and at the SUPPLIER expense:
 - (a) request the SUPPLIER to rectify any defect(s);
 - (b) request the SUPPLIER to replace the Goods and/or re-perform the Services; and
 - (c) in the case of Goods, reject the Goods and require the SUPPLIER to collect the Goods from CTI
- 8.5 Nothing in this clause limits or excludes any other rights or remedies available to CTI, whether provided elsewhere under contract or provided by law, and including any defects which are discovered or become apparent after the expiry of any warranty period.
- 8.6 The SUPPLIER must in supplying the Goods or Services comply with and ensure that all the SUPPLIER'S employees, agents and sub-contractors are aware of, and at their own expense comply with:
 - (a) all applicable laws and regulations including the Chain of Responsibility legislation

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- (b) applicable CTI site standards, policies and procedures (including health and safety); and
- (c) any lawful directions given by a CTI representative.
- 8.7 For the supply of Goods, the SUPPLIER agrees and warrants that:
- (a) title in the Goods pass to CTI when the Goods are delivered to and accepted by CTI, except when hiring equipment, and free from any liens, charges and encumbrances, and entitled to quiet possession of the Goods;
- (b) the Goods will be free from defects, and be new (unless used equipment is requested by CTI) and of merchantable quality and will not contain any prohibited substance or material such as asbestos;
- (c) the Goods will match any description, relevant specifications or samples provided by the SUPPLIER;
- (d) the Goods will be fit for the purpose for which Goods of the same kind are commonly supplied and for any other purpose which CTI makes known to the SUPPLIER;
- (e) the Goods will comply with any other warranties or guarantees contained in documentation provided by the SUPPLIER and/or the manufacturer of the Goods;
- (f) the Goods will comply with the provisions of any relevant legislation, industry standards and relevant standards of the Standards Association of Australia; and
- 8.8 For the provision of Services, the SUPPLIER warrants that:
- (a) the Services will match the description in the PO and any relevant specifications;
- (b) the Services will comply with the provisions of any relevant legislation, industry standards and relevant standards of the Standards Association of Australia, and obtain and maintain all permits and licenses;
- (c) the Services provided will be fit for the purpose for which those types of Services are commonly provided and for any other purpose which CTI makes known to the Supplier;
- (d) Furnish all skills, labour, supervision, transportation, equipment, tools, machinery, materials, supplies and whatever else is required to provide the Services at its own cost and expense; and
- (e) the Services will be provided by the SUPPLIER in strict conformance with best industry standards.

9. LIABILITY AND INDEMNITY

- 9.1 The SUPPLIER is liable for any loss or damage to the Goods whilst under their care, custody and control that is caused by either their acts or omissions, wilful or fraudulent misconduct or negligence or that of their employees, contractors, sub-contractors, agents or any SUPPLIER sub-contracted drivers.
- 9.2 The SUPPLIER will be vicariously liable to CTI for the acts and omissions of the SUPPLIER'S contractors and subcontractors as if such acts or omissions were acts or omissions of the SUPPLIER themselves.
- 9.3 The SUPPLIER acknowledges that, if it enters any CTI site, it does so at its own risk. The SUPPLIER must ensure that its Personnel are also aware that they enter CTI sites or CTI customer sites at their own risk.
- 9.4 SUPPLIER hereby indemnifies, defends and holds CTI and its Affiliates, officers, directors, employees and representatives harmless in respect of all claims, actions, liabilities, damages, losses, fines, penalties, costs, and expenses, including legal fees arising out of, or in connection with any personal injury, illness or death to any Person, property or thing or any other loss or damage of any kind whatsoever claimed to result in whole or in part from the Goods or Services provided under this Agreement; except to the extent that such claim, action, liability, loss, cost, damage or expense is caused or contributed to by the proven wilful misconduct of CTI.
- 9.5 To the extent permitted by Law and notwithstanding any other provision of the Agreement to the contrary, neither party is liable to the other for any Economic Loss, whether arising directly or

indirectly from: any breach by either party of its respective obligations arising under or in connection with the Agreement, any termination or cancellation of the Agreement, any negligence, misrepresentation or other act or omission on the part of either party, Subcontractors any other person or party or any other cause whatsoever.

10. CONFIDENTIALITY

- 10.1 Each party (**Recipient**) must at all times during the term of the Agreement and for the period of 5 years thereafter:
- (a) hold in strict confidence all Confidential Information of the other party (**Disclosing Party**);
- (b) not disclose or permit or cause the Confidential Information of the Disclosing Party to be disclosed to any person, other than on a confidential basis to those of its Personnel who require that Confidential Information for the purposes of performing the Recipient's obligations under, or receiving the benefit of, the Agreement; and
- (c) not make use of the Confidential Information of the Disclosing Party (including duplicating, reproducing, distributing, disseminating or directly or indirectly deriving information from that Confidential Information) except and solely to the extent necessary for the performance of, or to obtain the benefit of, the Agreement.
- 10.2 The Recipient will not breach clause 10.1 to the extent that:
- (a) at the time of disclosure, the relevant Confidential Information is in the public domain other than by breach of clause 10.1;
- (b) the Disclosing Party has provided its prior written consent to the use or disclosure of the Confidential Information in a manner that would, but for the consent, be contrary to clause 10.1;
- (c) disclosure of the relevant Confidential Information is required by Law, court order or the rules of a recognised securities exchange to be communicated to a person who is authorised by Law to receive it;
- (d) the relevant Confidential Information is required to be disclosed to any bank or other financial institution in relation to the organisation of the Recipient's financial affairs; or
- (e) disclosure of the relevant Confidential Information made to any legal counsel, accountant, insurance advisor or other professional adviser in relation to the Recipient's affairs provided that the professional adviser is bound by an obligation or confidentiality in relation to the information disclosed.
- 10.3 The parties agree that damages may not be an adequate remedy for breach of this clause 10.1 and a party will be entitled to equitable relief, including injunctive relief and/or account of profits.
- 10.4 The provisions of this clause 10 survive the termination of the Agreement.
- ## 11. PRIVACY
- 11.1 CTI will collect, store, use, handle, transfer and delete personal information (as that term is defined in the *Privacy Act 1988* (Cth)) collected while performing the Agreement in accordance with its Privacy Policy.
- 11.2 Personal information may be collected, stored, used, handled, transferred, and deleted by CTI in any manner permitted by applicable Law, including those permitted under the Australian Privacy Principles.
- ## 12. ANTI BRIBERY
- 12.1 Neither party shall, directly or indirectly, make a bribe or other illegal gift or payment or offer, promise or authorise a bribe or other illegal gift or payment to any public or private person or entity, in connection with this Agreement. The parties each represent and warrant that they have not taken, or permitted any of their Affiliates, agents, Sub-contractors, suppliers or employees to take, any action which would constitute a breach of this provision, and covenant to comply with (and require their respective Affiliates, agents and employees to comply with) this provision. This provision shall survive the

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termination of this Agreement.

13. DISPUTE RESOLUTION

- 13.1 The parties must comply with this clause 13 in resolving any dispute which arises between the parties in relation to the Agreement (**Dispute**).
- 13.2 If a Dispute arises, the party requiring it be resolved must promptly give to the other party notice identifying and giving details of the Dispute (**Dispute Notice**).
- 13.3 If a Dispute Notice is given then managers of the parties must meet within 5 Business Days of the Dispute Notice being received, with a view to negotiating a potential resolution of the Dispute.
- 13.4 If the Dispute is not resolved within 5 Business Days of the meeting of managers under clause 13.3, then the parties must engage senior representatives of the parties to meet with a view to resolving the Dispute. The senior manager must have the authority to settle the Dispute on behalf of the party that they represent and contractually bind such party to any settlement agreement.
- 13.5 If the Dispute is not resolved within 10 Business Days of the senior representatives of the parties meeting or within 20 Business Days of a Dispute Notice being received, whichever occurs first, then either party may refer the Dispute resolution by mediation by giving the other party notice (**Mediation Notice**). The parties must then participate in mediation in accordance with clause 13.6.
- 13.6 If a Mediation Notice is given the following shall apply:
- (a) the parties must endeavour to settle the Dispute by mediation;
 - (b) the mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any Mediation Notice, by a person appointed by the Chair of the Resolution Institute (**Chair**) or the Chair's designated representative; and
 - (c) the *Resolution Institute Mediation Rules* shall apply to the mediation.
- 13.7 A party claiming a Dispute has arisen must not commence any court or arbitration proceedings unless it has complied with the procedures in clauses 13.5 and 13.6.
- 13.8 If a party refuses to participate in a mediation of the Dispute under clause 13.6, then the other party may commence proceedings in a court of competent jurisdiction. The party that refuses to participate in a mediation of the Dispute must:
- (a) not take any steps to recover its costs in any court proceedings arising from or in connection with the Dispute; and
 - (b) consent to orders by the court in which the proceedings are commenced that the proceedings be referred to mediation to be conducted by:
 - (i) a mediator agreed between the parties; or
 - (ii) if the parties cannot agree with 7 days of the order being made, a Registrar of the court; and/or
 - (iii) consent to an order of a court of competent jurisdiction that it will specifically perform and carry out its obligations under clause 13.7.
- 13.9 Nothing in this clause 13 prevents a party from seeking urgent injunctive or interlocutory relief from a court of competent jurisdiction.
- 13.10 Pending resolution of the Dispute in accordance with this clause 11, the parties must continue to perform their obligations under the Agreement, except to the extent of the matter in Dispute.

14. NON-SOLICITATION

- 14.1 During the term of the Agreement and the period of 12 months after termination of this Agreement, each party must not solicit the employment of any employee or officer then employed or engaged by the other party or its Affiliates or attempt to entice any such person to leave their employment or engagement with the other

party or its Affiliates, unless agreed in writing by both parties.

15. DEFAULT AND TERMINATION

- 15.1 CTI may terminate the supply of Goods and/or the performance of Services defined in the PO at any time for any reason by giving written notice to the SUPPLIER.
- 15.2 **Termination for default or insolvency**
- Either party (**Non-Defaulting Party**) may terminate the Agreement immediately by giving the other party (**Defaulting Party**) written notice to that effect if any of the following events occurs:
- (a) the Defaulting Party breaches a material term of the Agreement and fails to remedy that breach within 30 days of written notice to do so from the Non-Defaulting Party, if such breach is capable of remedy;
 - (b) the Defaulting Party breaches a material term of the Agreement and such breach is not capable of remedy; or
 - (c) the Defaulting Party suffers an Insolvency Event.
- 15.3 **Termination on notice**
- (a) During the period prior to termination, SUPPLIER shall continue to provide the Services and the parties must comply with the Agreement.
- 15.4 **Effect of termination**
- (a) Termination of the Agreement is without prejudice to any rights or Claims that accrue to a party prior to the date of such termination.
16. **GST**
- 16.1 A reference in this clause 14 to a term defined or used in the GST Law has the meaning given to that term in the GST Law.
- 16.2 Any amount referred to in the Agreement which is relevant in determining a payment to be made by CTI to SUPPLIER is exclusive of any GST unless stated otherwise.
- 16.3 CTI must pay to SUPPLIER the amount equal to the GST liability on any taxable supply by SUPPLIER to CTI under the Agreement, at the same time as CTI is required to pay the consideration for that taxable supply to SUPPLIER under the Agreement.
- 16.4 The GST liability for any taxable supply is the amount equal to the consideration attributable to the taxable supply made by SUPPLIER to CTI multiplied by the rate at which GST is imposed in relation to that taxable supply.
17. **MISCELLANEOUS PROVISIONS**
- 17.1 **Governing Law:** The Agreement is governed by the Laws of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State. Any dispute or legal proceedings in relation to the Agreement must be held in Perth, Western Australia.
- 17.2 **Variation and modification:** The parties may vary the Agreement by an instrument in writing signed by each of the parties.
- 17.3 **Assignment:** A party must obtain the prior written consent of the other party before it transfers, assigns, novates or otherwise disposes of a right or obligation under the Agreement.
- 17.4 **Severability:** If any provision of the Agreement is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of the Agreement to the minimum extent necessary and to the intent that the remaining provisions of the Agreement remain in full force and effect.
- 17.5 **Entire agreement:** The Agreement constitutes the entire agreement between the parties and supersedes all previous and contemporaneous discussions, undertakings and agreements in relation to the subject matter of the Agreement.
- 17.6 **Implied terms:** All terms, conditions, guarantees and warranties (including as to the condition, suitability, quality, fitness for any purpose, safety of, or title to, goods or services (as applicable)) which would, but for this clause, be implied into the Agreement are excluded to the extent permitted by Law.
- 17.7 **Survival:** The warranties expressly stated in the Agreement survive the termination of the Agreement. Each indemnity expressly stated

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in the Agreement survives the performance of obligations relating to the Agreement and the termination of the Agreement. To the extent that a party has not satisfied an obligation under the Agreement or that obligation is a continuing obligation, that obligation survives the termination of the Agreement.

17.8 **Further assurances:** Each party at its own expense must do everything necessary to give full effect to the Agreement.

17.9 **Relationship:** The parties acknowledge and agree that the relationship between them is that of principal and contractor. Nothing in the Agreement constitutes, or will be deemed to constitute, a relationship of agency or partnership between SUPPLIER and CTI.

17.10 **Communications:** Each communication (including each notice, consent, approval, request and demand) given by a party to another party in relation to the Agreement:

- (a) must be in writing and in the English language;
- (b) must be signed by the party making it or by that party's lawyer, attorney, director, secretary or authorised agent;
- (c) must be delivered by hand, sent by prepaid post or sent by email to the recipient party using the contact details of the recipient party specified in the Agreement or as otherwise notified by the recipient party to each other party from time to time; and
- (d) is taken to be received by the recipient party:
 - (i) in the case of delivery by hand, upon delivery;
 - (ii) in the case of prepaid post sent to a recipient party in the same country as the sending party, on the date of actual receipt or otherwise the 3rd Business Day after the date of posting;
 - (iii) in the case of prepaid post sent to a recipient party in another country to the sending party, on the date of actual receipt or otherwise the 7th Business Day after the date of posting; and
 - (iv) in the case of email, at the time it is delivered to the recipient party's host server.

17.11 **Receipt:** Notwithstanding clause 17.10(d), if a communication given under clause 17.10 is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

17.12 **Counterparts and execution:** The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same document. The Agreement is binding on the parties on the exchange of counterparts the facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

18. DEFINITIONS

"Additional Services" means any work or services that may be performed or provided by SUPPLIER in addition to the Services already specified in the Agreement.

"Affiliate" in relation to a party, means a corporation or other legal entity that directly or indirectly Controls, is Controlled by, or is under common Control with, that party.

"Agreement" has the meaning given to that term in clause 1.3.

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.

"Claim" means an action, suit, proceeding or demand of any kind and any actual or alleged entitlement or right of any kind arising out of or in relation to the Agreement or a breach of it, whether arising at common law, in equity or under statute.

"Commencement Date" means the date SUPPLIER first provides the Services or such other date as specified in the Services Document.

"Competition and Consumer Protection Laws" means the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act*

of the Commonwealth and each State or Territory of Australia where Services are performed, and any Law made under those statutes.

"Confidential Information" means information in whatever form:

- (a) relating to the Agreement, including negotiation of the same;
- (b) relating to a party (including its Affiliates) or its business affairs;
- (c) that is disclosed by a party and is marked 'confidential' or is of a confidential, secret or proprietary nature, but does not include information to the extent that such information:
- (d) is, on the date it is disclosed, already in the possession of the receiving party, in the public domain, or is generally available to participants in the industry in which a party operates on the date of the Agreement;
- (e) becomes publicly available (except if it is in the public domain by reason of the failure of a party to perform and observe its covenants and obligations under the Agreement);
- (f) is acquired from a third party entitled to disclose it on a non-confidential basis; or
- (g) is independently developed without use of material which otherwise constitutes 'Confidential Information' under this definition, as demonstrated by contemporaneous written evidence.

"Control", in relation to a body corporate entity, means either:

- (a) holding 50% or more of common voting shares or equivalent rights of the body corporate; or
- (b) the ability to (directly or indirectly) control the determination of the financial and operating policies of the body corporate.

"Corporations Act" means the *Corporations Act 2001* (Cth).

"CTI" means CTI Logistics Limited (ABN 69 008 778 925) and/or any Affiliate of CTI Logistics Limited as the case may be, which performs all or any of the Services.

"SUPPLIER's Premises" means any premises or Storage Facility under SUPPLIER's management and control.

"Dangerous Goods" means any Goods which are dangerous or hazardous goods within the meaning of a Dangerous Goods Law.

"Dangerous Goods Law" means the *Dangerous Goods Act 2004* (WA), the *Dangerous Goods Safety Regulations 2007* (WA) and any other analogous or applicable Law in any State or Territory of Australia where Services are performed with respect to the transportation, handling or storage of hazardous or dangerous goods.

"Delivery" means the delivery and unloading of Goods in accordance with clause 2.2

"Economic Loss" means any loss of profit, loss of revenue, loss of product, loss of expected savings, loss of income, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity), and damage to reputation from or related in any way to the Agreement or its subject matter, whether actual, direct, indirect, anticipated or otherwise.

"Fees" means the fee payable by CTI to SUPPLIER for the supply of Services, exclusive of GST.

"Goods" means goods as provided by the SUPPLIER or goods which are the subject of the Services provided by CTI, including containers and packaging.

"Governmental Authority" means any federal, state, territory or local government, or any ministry, department, court, commission, statutory body, board, agency, instrumentality, political subdivision or similar entity.

"GST" means goods and services tax levied under the GST Law.

"GST Law" has the meaning given to that term in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth).

"Insolvency Event", in relation to a person (**Relevant Person**), means any of the following events occurring:

- (a) a receiver, receiver and manager, controller (as that term is defined in the Corporations Act), administrator, trustee in bankruptcy, liquidator, provisional liquidator, or similar officer is appointed to the Relevant Person's or any of the

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Relevant Person's assets, or an application to court for such appointment is made and not permanently stayed, withdrawn or dismissed within 30 days;

- (b) the Relevant Person enters into, or resolves to enter into, a deed of company arrangement, scheme of arrangement, compromise or composition with any class of creditors, other than for a solvent corporate restructure;
- (c) a resolution is passed or an application to a court is taken or an order is made for the winding up, dissolution, official management or administration of the Relevant Person;
- (d) the Relevant Person ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention not to pay its creditors;
- (e) the Relevant Person is (or states that it is) insolvent (or is deemed to be insolvent), commits an act of bankruptcy or is declared bankrupt under applicable bankruptcy or insolvency Law; or
- (f) anything having a substantially similar effect to any of the events specified in this definition above happens under the Law of any applicable jurisdiction.

"Law" means common law, principles of equity, civil law, and statutory law (including regulations, by-laws, ordinances, codes and any other instruments under them) including the Heavy Vehicle National Law Road Traffic (Administration) Act 2008 (WA) and the Road Traffic (Vehicles) Act 2012 (WA).

"Liability" means a liability, loss, damage (of any nature, including aggravated and punitive damage), compensation, cost (including all legal costs on a full indemnity basis), charge or expense, whether present or future, actual, contingent or prospective and whether known or unknown, howsoever arising.

"Loss or Damage" the loss of or physical damage to Goods rendering the Goods lost or unfit for use or their intended purpose, including loss due to theft, misappropriation or mixing with other goods which are not the Goods.

"Modern Slavery" has the meaning given to that term in section 4 of the Modern Slavery Act.

"Modern Slavery Act" means the *Modern Slavery Act 2018* (Cth).

"party" means a party to the Agreement, being CTI or the SUPPLIER, as the context requires.

"Personnel", in relation to a party, means any of that party's employees, officers, directors, contractors, agents and its representatives involved directly or indirectly in the matters related to the Agreement or in the supply or manufacture of the Goods.

"PPS Act" means the *Personal Property Securities Act 2009* (Cth).

"Privacy Policy" means CTI's policy in relation to the collection, use, storage, security, destruction, de-identification and/or disclosure of personal information (as that term is defined in the *Privacy Act 1988* (Cth)) from time to time.

"Rates" means the rates of the SUPPLIER for the charging of fees for the provision of Services as provided by SUPPLIER to the CTI.

"Security Interest" means:

- (a) a security interest within the meaning given to that term under the PPS Act; or
- (b) any other security for payment of money, performance of an obligation or protection against default (including a bill of sale, mortgage, charge, lien, pledge, trust, power, title retention arrangement, right of set-off, assignment of income, garnishee order, monetary claim or flawed deposit arrangement).

"Service Information" means all information concerning the Goods specified in a Services Document.

"Services" means Services as provided by the SUPPLIER, which may be specified in a Services Document, and any Additional Services provided in accordance with CTI's Instructions.

"Services Document" means any quotation, proposal, scope of works, credit application, rates card, instruction, electronic message or other document issued by CTI to the SUPPLIER, or issued by the SUPPLIER and accepted by CTI, for the Services.

"Special Condition" means a term or condition of the Agreement stated in a Services Document.

"Subcontractor" means any servant, agent or subcontractor of SUPPLIER or the servant, agent or subcontractor of such initial party as appointed by SUPPLIER or any other party which is appointed to be in possession or control of the Goods under the Agreement, including any operator of any aircraft, train, railway, tramway, vessel or vehicle.

"Term" means the term of the Agreement commencing from the Commencement Date.

"Variation Agreement" means a document signed by the parties specified to be a Variation or Variation Agreement to this Agreement.

"WHS Laws" means the *Work Health & Safety Act 2020* (WA), the *Work Health & Safety Regulations 2007* (WA) and any other analogous or applicable Law in any State or Territory of Australia where Services are performed or applicable to the Goods.

19. INTERPRETATION

19.1 The singular includes the plural and vice versa.

19.2 A reference to:

- (a) a gender includes any gender;
- (b) a living thing includes a reference to an inanimate thing and vice versa;
- (c) a clause, schedule or annexure is a reference to a clause, schedule or annexure to the Agreement;
- (d) a document includes a variation or replacement of that document;
- (e) a statute includes its subordinate legislation and a modification, replacement or re-enactment of either;
- (f) the Agreement includes a schedule or annexure to the Agreement;
- (g) person includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture, an unincorporated body or other entity, whether or not it is a separate legal entity; and
 - (ii) the person's personal representatives, successors and assigns;
- (h) a thing, including a right, is a reference to either the whole thing or a part of the thing;
- (i) Australia is to the Commonwealth of Australia, including any State or Territory of the same;
- (j) currency is to Australian currency unless specified otherwise;
- (k) time is to Australian Western Standard Time, being the time in Perth, Western Australia, unless specified otherwise;
- (l) a day is a reference to the period which starts at midnight and ends 24 hours later;
- (m) a right includes a benefit, remedy, discretion or power, and vice versa; and
- (n) an obligation includes a duty, and vice versa.

19.3 The words "include", "includes", "including" and similar words are not words of limitation and do not restrict the interpretation of a word or phrase in the Agreement.

19.4 Part performance of an obligation is not performance of an obligation.

19.5 A term, condition or warranty in the Agreement in favour of, or on the part of, two or more people benefits or binds them jointly and severally.

19.6 If a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event.

19.7 A clause is not to be construed against a party on the ground that the party is responsible for the preparation of the Agreement or that clause.

19.8 The phrase "in relation to" has the widest possible import and encompasses the phrases "in relation to", "in connection with", "in respect of", "arising out of", "caused by" and "resulting from".

19.9 To the extent of any inconsistency between the documents, the

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following order of precedence applies; Variation Agreement, then these General Terms, then other Services Documents.

- 19.10 A heading in the Agreement is for convenience only and does not affect the interpretation of the Agreement.
- 19.11 A Special Condition prevails to the extent of any conflict or inconsistency with another provision of the Agreement.

This Agreement is entered into by and on behalf of CTI Logistics Limited (CTI) and/or any Affiliate of CTI Logistics Limited (ABN 69 008 778 925) and the SUPPLIER named below and is a binding agreement on the date on which it is executed.

EXECUTED by the **SUPPLIER** named below by the SUPPLIER's officer who has authority to do so and to bind the SUPPLIER in accordance with its constitutional documents and the laws applying in the place of its incorporation:

SUPPLIER company name
(please print)

SUPPLIER ABN

Signature of Officer

Date

Full name of Officer (please print)

Officer title or capacity

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