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ABN 38 667 868 993 A.C.N 667 868 993
Regional Leaders in Controlled Temperature Storage

Trading Entity of KCS Warehousing & Logistics Solutions Pty Ltd

Kyabram Cold Storage Company Pty Ltd (ACN 667 868 993)

(Hereinafter referred to as “the Storage Company”)

Terms and Conditions of Storage of Goods for Storers

(Hereinafter referred to as “Terms”, “the Cold Store, Storage Facility” and “Goods”)

Application

Unless otherwise agreed in writing these Terms apply to all dealings between the Storage Company and the Storer.

1. Identity and Obligations

To avoid doubt “the Storer” means the party in whose name the Goods are stored and shall include any party or mortgagee that holds a legal equitable interest in all or any of the Goods. The Storage Company may at its discretion act on instructions received from the party in whose name the Goods are stored or from a beneficial owner or mortgagee. If the Goods are jointly owned or owned by a partnership each co-owner shall be deemed to have authority to bind all co-owners and all liabilities of the Storer, co-owners, beneficial owners and mortgagees have to the Cold Store, Storage Facility shall be joint and several.

For the purposes of placing orders and fulfilling all obligations to the Storage Company, “The Storer” is the person or party that places the order and/or instructs the Storage Company to provide storage and/or other services.

The “Storage Company” means Kyabram Cold Storage Company Pty Ltd, the registered office of which is 75 McCormick Road Kyabram 3620.

“Goods” means foodstuffs howsoever packaged.

“The Cold Store, Storage Facility” means 75 McCormick Road Kyabram 3620.

1020 Byrneside – Kyabram Road Merrigum 3618

Grahamvale road Grahamvale 3631

“Quotation” means any written or verbal quotation for services given by the Storage Company to the Storer.



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2. Order Quotation Offer and Acceptance

2.1 All orders must be in writing and duly signed and authorised by the Storer. Whilst the Storage Company may accept verbal or phone orders at their discretion these must be confirmed in writing within 7 days or before proceeding with the storage or other order, whichever is the earlier. All signed and Authorised orders are to be sent by email to admin@kyabramcoldstorage.com.au

2.2 Any terms or conditions of the Storer's order deviating from or inconsistent with these Terms are expressly excluded and rejected by the Storage Company. This exclusion and rejection includes any statement by the Storer that the Storer's terms and conditions shall prevail.

2.3 A contract shall only be concluded between the Storage Company and Storer when the order has been accepted by the Storage Company on the Terms contained herein.

2.4 Any quotation, estimate or other pricing document provided by the Storage Company is not an offer to store Goods or provide other services

2.5 The Storer acknowledges and accepts that no persons or agents of the Storage Company are authorised to vary these Terms in any way or make representations concerning these Terms. Any variations or representations shall only be valid if they are in writing and signed by a Storage Company Authorised Representative.

2.6 The Storage Company reserves the right to change a minimum storage amount and/or to fix a minimum storage period and may alter either or both at its sole discretion at any time.

2.7 The Storer agrees that in the event of any dispute concerning an order (including any question of identity or authority or validity of any telephone, facsimile, or email order) the internal records of the Storage Company will be prima facie evidence of what was ordered and who placed the order.

2.8 When any order is placed, the Storer shall inform the Storage Company of any facts, without limitation, which could affect the commercial decision by the Storage Company to accept the order and/or grant credit. This may include (but is not limited or limited to) warranting that the Goods are free from encumbrances, charges, or liens. Failure to do so by or on behalf of the Storer shall create and be deemed to create an inequality or bargaining position and be deemed to constitute the taking of an unfair advantage of the Storage Company and to be unconscionable, misleading, and deceptive thereby rendering the person placing or authorising the order to be liable to pay all moneys owed by the Storer to the Storage Company.



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3.0 Prices and Payment

3.1 Estimates are not quotations and are subject to change. Unless stated otherwise GST and all other applicable taxes shall be added to the price.

3.2 Quotations are based on costs at the time of quotation and are subject to change if the Storer does not accept the quotation within the period specified on the quotation or within seven days if no period is shown.

3.3 If the Storage Company's issues a price list the prices are subject to change without notice and the Storer acknowledges that they are aware of the Storage Company's price list at the time of delivery of Goods into the Cold Store, Storage Facility.

3.4 The Storage Company may require a non-refundable deposit before storing Goods.

3.5 If no specific payment terms have been agreed, payment must be made immediately upon request by the Storage Company, time being of the essence as to this obligation.

3.6 Payment shall only occur when cleared funds from the Storer have been received by the Storage Company for all amounts outstanding.

3.7 The Storer is responsible for all storage and all delivery costs into and out of the Cold Store, Storage Facility and all other associated costs including, but not limited to, the removal and disposal of the Goods if they have abandoned or if the Storer has breached any conditions of these Terms.

3.8 If the Storage Company agrees to accept payment by credit card the Storage Company reserves the right to recover the credit card commission.

3.9 If the Storer's account is overdue or the Storage Company is concerned over the Storer's ability to pay (or dies if the storer is a natural person) the Storage Company may, at its absolute discretion and without prejudice to its other rights and remedies, demand immediate payments of all amounts outstanding even if they are not currently due and suspend or terminate the Storer's order without being liable for any alleged loss or damage suffered by the Storer or any other parties as a result of the Storage Company exercising its rights.



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3.10 The Storer shall not be entitled to set off against any moneys owed (or allegedly owed) to the Storer by the Storage Company or withhold payment or deduct money from an invoice because a portion of the invoice is disputed by the Storer.

3.11 The Storage Company can issue proceedings to recover any monies owed to the Storage Company even if the Storer's Goods are still in the Storage Company's possession.

4. Delivery Into the Cold Store, Storage Facility

4.1 The Storer is responsible for the delivery of the Goods into (and out of) the Cold Store, Storage Facility. The Storer is also responsible for all associated costs including freight costs and risks.

4.2 Delivery takes place when the Storer's Goods are taken into the Cold Store, Storage Facility.

4.3 The Storer acknowledges that the Goods are received by the Storage Company, the quality, quantity, contents, and condition of which are unknown to the Storage Company. The Storage Company relies on the details concerning the Goods supplied by the Storer, but the Storage Company does not admit their accuracy.

4.4 The Storer is responsible for ensuring that all Goods and/or containers in which the Goods are packaged are received into the Cold Store, Storage Facility are in a condition acceptable to the Storage Company at the time of delivery, are clearly, distinctively and indelibly labelled and easily identifiable, and are packaged in a manner suitable for conventional, CA/DCA bulk storage, and in a such a way that they can be lawfully handled, transported and stored without breaching relevant occupational health and safety standards.

4.5 At the time Storage commences, the Storer must give full details to the Storage Company including as to the description of the items, pallet space, quantity, weight, quality, value and measurements concerning the goods and any directions that it has regarding their Conventional, CA/DCA bulk storage such as in relation to temperature, humidity and other relevant factors; and as to whether in the Storer's opinion the Goods may become dangerous or offensive.

4.6 The Storage Company shall tally the Goods into the Cold Store, Storage facility upon delivery and the Storage Company's tally shall be sufficient proof of the quantity and condition

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of the Goods in the event that the Storer or their representative or agent is not present to sign a Storage Company receipt of Goods document.

4.7 The Storage Company and/or associates or storage overflow contractors shall not be liable for any costs, reimbursements or other liabilities for non-delivery or delayed delivery of the Storer's Goods into the Cold Store, Storage facility.

4.8 The Storage Company and its employees, agents, or contractors shall not be liable for any costs, reimbursements or other liabilities for loss or damage to the storers goods during transit to and from the Colds Store, Storage Facility.

5. Conditions of Storage

5.1 The Storage Company agrees to provide the storage services in accordance with the terms outlined in Annexure 1 to the Agreement.

5.2 Subject to any specific storage instructions contained in Annexure 1 to the Agreement, the Storage Company will utilize their best practice storage procedures for DCA, CA and Conventional Storage. Should the storer require any specific storage procedures, this should be requested in writing and directed to the Storage Company within a reasonable time before execution of the Agreement.

5.3 The Storage Company does not accept liability, responsibility or claims in respect of any alleged deterioration of the Goods whilst in the Cold Store, Storage facility.

5.4 Goods are stored at the pleasure of the Storage Company and are subject to removal as and when required by the Storage Company upon notification to the Storer. The Storage Company reserves the right to request payment in full for all amounts owned by the Storer prior to release of the Goods.

5.5 The Storage Company has a safe working environment policy for its personnel, contractors, overflow storers and others in its care. The Storer warrants that they will not consign any Goods into the Cold Store, Storage facility that are of a hazardous or contaminating nature that would damage other stored goods or endanger the health and welfare of Storage Company personnel, those of its associates and overflow storers, the general public, occupiers of neighbouring premises and their property. The Storer agrees to fully indemnify the Storage Company for all the damages and claims that may arise as a result of any breach of this requirement.

5.6 The Storage Company accepts no responsibility for any losses or alleged losses occurring as a consequence of any delay in delivery or completion of the Storer's order or for any losses or alleged losses arising from the Storage Company's inability to deliver or otherwise complete the Storer's order.

5.7 The Storer warrants that all Goods consigned to and stored by the Storage Company/and or their associates or overflow contractors are owned by the Storer and that the Storer has full the authority and rights to store the Goods in the Cold Store, Storage Facility even if there is more than one owner of the Goods.

5.8 The Storer warrants that all Goods consigned to and stored by the Storage Company and/or their overflow contractors are in a safe and good conditions and are free of all hazards and will remain so without restriction which shall include, but not limited to, dangerous, deleterious, objectionable, or odorous materials which may jeopardise or prejudicially effect any other goods in the Cold Store, Storage Facility, or adjacent premises.

5.9 If in the sole opinion of the Storage Company any or all of the Goods are, or become, deteriorated, objectionable, contaminated or a source of danger the Storer will be required to remove them from the Cold Store, Storage facility immediately upon notification by the Storage Company, time being of the essence. If the Storer fails to comply with this requirement the Goods shall be removed and disposed of by the Storage Company as it sees fit and without being liable to the Storer or any other parties for any claims or damages.

5.10 The Storage Company accepts no responsibility for any damages and losses that may occur to the Storer's Goods as a result of industrial action, defects in the Storage Company's premises, plant, equipment, breakdowns, power and water supply failures, lack of equipment and/or plant and any other events that are beyond the reasonable control of the Storage Company.

5.11 The Storage Company accepts no responsibility for any damages and losses that may occur to the Storer's Goods as a result of the Storage Company using, or not using, plant, equipment, machinery, and labour which may cause, aggravate or precipitate events that result in damages to or loss of the Storer's Goods.

5.12 The Storage Company shall not be liable for any damages or losses that may be caused by or attributable to any temperature variations or failure or inability to maintain temperature for any reason or from contract with or proximity to any other goods or to deterioration, shrinkage, leakage, breakage, sweating, evaporation, fermentation, vermin infestation wasting, decay, putrefaction, contamination, or any other events, that are beyond the reasonable control of the storage company.



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5.13 Nothing in these Terms shall be construed as abrogating, limiting or in any manner affecting any lien or power of sale or other right (or the enforcement of exercise thereof) which the Storage Company may have under any applicable legislation.

6. Risk & Insurance

6.1 Goods are stored entirely at the Storer's risk and it is the Storer who is responsible to arrange comprehensive insurance on the Goods for all risks (without limitation) including, but not limited to, public and personal liability, injury and compensation claims from any parties including the Storer's personnel, damages of any description including property damage and damage to any other goods that is attributable to the state, condition and type of the stored goods and/or deterioration, seepage or escape of the Goods in whole or in part.

6.2 The Storer indemnifies the Storage Company for all claims, losses, expenses including legal costs howsoever arising or incurred because of or incidental to the storage of Goods together with payment in full for all storage and other charges and for the removal of the Goods from the Cold Store, Storage Facility.

7. Outward Delivery from the Cold Store, Storage Facility

7.1 The Storage Company shall tally the Goods upon outward delivery/release from the Cold Store, Storage Facility and the Storage Company's tally shall be sufficient proof of the quantity and condition of the Goods if the Storer or their representative or agent is not present to sign a Storage Company release of Goods document.

7.2 All responsibilities and liabilities the Storage Company may have to the Storer for outward deliveries/release cease at the Cold Store, Storage Facility door and all costs and charges (including freight costs) that arise afterwards are the responsibility of the Storer.

7.3 The Storer will be deemed to have received the Outward Goods in good condition on accepting receipt of the Outward Goods at the Cold Store, Storage Facility Door.

7.4 In the event that the Goods are returned to the Cold Store, Storage Facility such return shall be regarded as a new storage order placed by the Storer and subject to all the conditions contained in these Terms which may include a change in price.

7.5 A Storage Company “Goods Inwards” receipt is not a document of title to the Goods or a negotiable or assignable document. The Storage Company is under no obligation whatsoever to recognise any person or party as the owner of the Goods or having an interest in the Goods apart from the person or party recorded as the Storer in the Storage Company’s documentation.

7.6 The Storage Company and/or associates or storage overflow contractors shall not be liable for any costs, re-imbursements or other liabilities for delayed outward delivery or non-delivery of the Storer’s Goods.

7.7 The Storage Company may require the Storer’s written instructions and the surrender of warehouse receipts and any other relative warrants as a condition precedent to outward delivery of any Goods and the Storage Company may at its discretion deliver in accordance with the written or oral order or request of the Storer or of any person purporting to be the owner of the Goods or to be the agent of the Storer or of such owner and the Storage Company shall not be liable for any loss to the Storer occasioned thereby. In particular the Storage Company shall be at liberty upon presentation and surrender of the relevant receipts and a delivery request to regard the person making such presentation and request as a duly authorised agent of the Storer with full authority to accept delivery. The Storage Company shall not be bound to deliver identical Goods and reserves the right to deliver in or towards satisfaction of the Goods other goods of a similar description and with similar or different marking.

7.8 If goods comprised in any receipt or warrant are delivered by request as provided in Clause 7.7 herein and if the warrant/receipt cannot be surrendered the Storer shall hold the Storage Company indemnified from any and all claims from any parties whatsoever in respect of the receipt/warrant and/or relative Goods.

7.9 The Storage Company and its employees, agents, or contractors shall not be liable for any costs, reimbursements or other liabilities for loss or damage to the storers goods during transit to the Cols Store, Storage Facility.

8. Right of Removal and Disposal

8.1 The Storage Company has the right to remove and dispose of the Goods if the Storer is in breach of any conditions and the full costs of such removal and/ or disposal shall be the responsibility of the Storer.

8.2 The Storer acknowledges agrees that the Storage Company has a general lien upon all stored Goods and in the event of any default by the Storer, the Storage Company may sell the Goods by public auction or private treaty or otherwise dispose of the Goods as the Cold Store, Storage Facility sees fit and the Storage Company shall only be liable to account for the balance, if any, after all costs have been deducted. In the event the Storage Company is unable to recover the full amount owed by the Storer, the Storer shall be liable for full payment of the balance of account. No exception shall be taken upon the ground that the price realised from any sale of the Goods pursuant to this clause is less than their full market value. The Storage Company's rights under this clause are in addition to and are not intended to limit rights the Storage Company may have at law, including (without limitation) any rights pursuant to any statutory lien it may be entitled to claim over the Goods.

8.3 If the Storer is in breach of these Terms the Storage Company may at any time with or without notice and at the Storer's expense remove the Goods and if reasonably thought fit destroy them if in the Storage Company's opinion, they are not saleable or marketable.

9. Default, Interest, Costs, Penalties and Breach

9.1 The Storage Company shall be entitled to charge interest at 2.5% a month from the day the account becomes overdue and compounded until all outstanding moneys have been paid in full.

9.2 If an account is more than thirty days overdue, administration costs of \$50.00 or 10% (whichever is greater) up to a maximum of \$250.00 shall be charged to the Storer for each month the account remains unpaid.

9.3 The Storer shall indemnify and reimburse the Storage Company for all costs and disbursements in collecting outstanding debts from the Storer which shall include dishonour fees, full legal costs on a solicitor-own-client basis, collection agency costs, investigators cost, court, judgement enforcement and bailiff fees, search agent costs, time, travel, and all other collection costs.

9.4 If the Storer breaches any of its obligations the Storage Company may exercise any or all of its rights as contained in these Terms.

10. Force Majeure

The Storage Company shall not be liable for any default or delay of Goods or performance of services due to any act of God, war, power or equipment failure, terrorism, strike, lockout,



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epidemic, pandemic, quarantine, governmental acts, omission or restrictions, fire, flood, storm, tempest, or other events beyond the control of the Storage Company.

11. Liability

11.1 The Storage Company shall not be liable for any loss, injury or damages to the stored Goods or other property of the Storer howsoever caused including, but not limited to damage or destruction by power or equipment failure, fire, theft, storm, tempest flood or other water damage or from negligence or alleged negligence of or any other act or omission by the Storage Company and/or associates or storage overflow contractors.

11.2 Under no circumstances shall the Storage Company be liable to any incidental or consequential damages, or for any other alleged damages, losses or claims made by the Storer or any other parties.

12. Security for Payment & Charges

12.1 If the Storage Company allows the Storer extra time to pay moneys or perform obligations for which no guarantees or other securities have been provided, the Storage Company may require security for payment including a guarantee by any director or other persons connected with the Storer.

12.2 Any requirement for security or guarantees is without prejudice to other rights or remedies the Storage Company may have.

13. Storer Not an Agent

The Storer is not an agent of the Storage Company and shall not enter into agreements or represent themselves as agents, officers, or representatives of the Storage Company to any parties whatsoever.

14. Personal Securities Act 2009 ("PPSA") and Personal Property Securities Register ("PPSR")

14.1 If any clauses in these Terms contravene any provisions in the PPSA, or amendments thereto, such clause or clauses shall be deleted without affecting the validity of the remaining clauses of these Terms.



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14.2 The Storer and all the other parties such as, but not limited to banks, finance companies, receivers, liquidators and other insolvency officials are hereby notified that the Storage Company may have a general lien or other security interest on the Goods and shall only release the Goods to a Secured party or any other authorised party on the strict condition that all storage and other fees are paid in full and all obligations to the Storage Company relating to the Goods are satisfied prior to the Storage Company releasing the Goods.

14.3 The Storage Company may have a "Purchase Money Security Interest" ("PMSI") and/or other security interests on the PPSR for rent owing for storing the Goods and for all other obligations of the Storer to the Storage Company concerning the Goods.

14.4 In the event that the Storage Company's Security Interests have not been perfected the Storer acknowledges and agrees that these Terms create a Security Interest in the Goods and consents to the Storage Company registering a Security Interest on the PPSR and to provide all assistance required by the Storage Company to register, perfect, and retain the integrity of the Storage Company's Security Interests.

14.5 The Storer must not create or permit any other parties to create any form of Security Interest, including but not limited to, a Financing Statement, a Financing Change Statement whilst the Goods are in the Storage Company's possession. The Storer consents to the Storage Company registering a Security Interest on the PPSR in a manner the Storage Company deems appropriate for Goods stored by the Storage Company.

14.6 The Storer acknowledges and agrees that these Terms create a Security Interest in the Secured Property, and to avoid doubt, the proceeds of sale of the Secured Property for the purpose of the PPSA.

15. The Commonwealth Competition & Consumer Act 2010 ("CCCA")

These Terms are not intended to have the effect of contracting out of any provisions of the CCCA, which is the new name of the Trade Practices Act 1974 (TPA), except where permitted by law. If the Storer buys Goods as a consumer these Terms shall be subject to protection of consumer's rights legislation and shall not affect the consumer's statutory rights. If any clauses in these Terms contravene any provisions in the CCCA and any amendments thereto such clause or clauses or parts thereof shall be deleted without affecting the validity of the remaining clauses of these Terms.

16. Title and Release of Goods

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16.1 In addition to the provisions contained in the PPSA Clause herein the Storer warrants that they will not charge nor permit any other party to charge the Goods in any way including, but not limited to, personal guarantees, floating and/or other charges or to grant or otherwise give any interest in the Goods until all obligation to the Storage Company have been fulfilled and the Storer's indemnifies the Storage Company for all losses and costs incurred as a result of any breach of these conditions.

16.2 The Storage Company reserves the right to release the Goods in whole or in part until all amounts owing to the Storage Company have been paid in full and all other obligations of the Storer to the Storage Company, including contingent and other liabilities, have been fully satisfied.

17. Set Off and Application

17.1 The Storage Company is entitled to set off against any moneys owed to the Storer an amount equal to the total of all moneys at such time then owed by the Storer or on the Storer's behalf to the Storage Company.

17.2 The Storage Company can apply any moneys received from or on behalf of the Storer to any and all amounts owed by the Storer as it sees fit and the Storer waives any rights of notification of such allocation.

18. Storer's Address, Ownership and Management

18.1 The Storer shall notify the Storage Company in writing of any change of address, phone, fax and email details before such changes take place.

18.2 The Storer shall notify the Storage Company within 7 days of any changes in ownership, proprietors, partners, shareholders, senior management, change of trusteeship or the sale of any material part of its business and will be liable to the Storage Company for all its obligations to the Storage Company by any party acquiring any material part of the Storer's business until such notice is given.

19. No Waiver

If the Storage Company elects not to exercise any rights arising from any breach of these Terms, it shall not be a waiver of any rights relating to any subsequent or other breach.



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20. Privacy Act & Credit Information

The Storer and/or the guarantor/s agree and consent to the Storage Company obtaining and exchanging credit information from the Storer's creditors or other parties nominated by the Storer and for the Storage Company to obtain reports and other information from credit reporting agencies and other sources including, but not limited to, industry bodies such as Storer check Pty Ltd on the Storer's storage history/record, credit and other information about the Storer in relation to credit provided by the Storage Company and the ability of the Storer to pay its bills as and when they fall due.

21. Termination/Cancellation

The Storage Company can cancel contracts and orders from the Storer without notice if the Storer defaults on its obligations to the Storage Company and/or in the event of unresolved issues between the Storage Company and the Storer of more than seven (7) days duration at the Storer's designated site or premises where installation or other work is being or will be conducted or if the Storer breaches any conditions of these Terms or becomes or is in jeopardy of becoming insolvent (or dies if the Storer is a natural person) and all outstanding moneys owing to the Storage Company shall be payable immediately together with moneys owing to third parties for contracts entered into for the Storer's benefit.

22. Notices

22.1 Notices to the Storer are served when delivered by hand, sent by mail, document exchange, fax, or email, and shall be treated as given when: if delivered by hand when delivered; if sent by mail or document exchange, 48 hours after posting; if sent by fax and/or email when the fax machine confirms transmission or when the email system confirms transmission. A notice given after 5pm and/or a day which is not a Business Day is treated as given on the next following Business Day.

22.2 Notices to the Storer may also be served to the person, body, company, or other party in whose name the Goods are stored, and such notices shall be regarded as notices that are served in the manner detailed in the first of this Clause, including notices to other parties that may be a beneficial owner or mortgagee of the Goods which notices shall be deemed to also be a notice to the Storer.

22.3 If there is more than one Storer notice to one shall be deemed to be notice to both or all.

23. Disputes

If a dispute between the Storage Company and the Storer and a solution thereto is contained in these Terms, then such solution shall be a binding full and final settlement of the dispute. If



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no solution to the dispute exists in these Terms and the dispute cannot otherwise be resolved within 30 days from the date of the dispute, then either party can refer the matter to a mediator. If neither party can agree on the mediator, the dispute shall be referred to a mediator in accordance with the Governing Law clause in these Terms. The Storer shall be liable for the full costs of the mediation and if this contravenes the Governing Law the parties will equally contribute to the cost of the mediation.

24. Severability

If any part of these Terms is found to be unenforceable for any reason, then that part will be severed from these Terms and will not affect enforceability of any other part of these Terms.

25. Governing Law and Change to Terms of Trade

25.1 The laws of Australia apply to these Terms and to any contracts or other agreements between the Storage Company and the Storer and are subject to the jurisdiction of the Courts and Tribunals of Victoria.

25.2 The Storage Company may at any time alter, add to, or delete any clauses in these Terms and such changes will be effective from the date the changes are notified to the Storer. The Storer will be deemed to have accepted these Terms and any changes thereto upon placing further orders with the Storage Company.

25.3 The Storage Company may license or sub-contract all or any of its rights and obligations without the Storer's consent.

26. Guarantee

The Storer will on execution of this Agreement procure the execution by each of its directors of the Guarantee annexed to this Agreement to be held by the Storage Company. In the event that that Storer is acting as a trustee of a trust, the guarantee signed by the directors binds the directors personally.

27. Acknowledgement

The storer acknowledges that they have read and fully and completely understand each and every term of this Agreement and execute the Agreement of their own free will and accord. The storer further acknowledges that they have been afforded reasonable opportunity to seek



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their own legal advice in relation to their obligations under the Terms and Conditions contained herein.



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TO: The within named and described Storage Company
(Hereinafter called "the Storage Company")

IN CONSIDERATION of the Storage Company having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to enter into a Storage Agreement with the within named Storer (hereinafter called "the Storer") the Guarantor HEREBY GUARANTEES to the Storage Company the due and punctual payment by the Storer of the money and interest payable thereon as detailed in the said Storage Agreement and all other monies that are payable or may become payable pursuant thereto AND ALSO the due performance and observance by the Storer of all and singular the covenants provisions and stipulations contained or implied in the said Storage Agreement and on the part of the Storer to be performed and observed AND THE GUARNATOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Storage Agreement and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Storer failing to pay the Storage Company as and when due the monies referred to in the within Storage Agreement the Guarantor will immediately pay such monies to the Storage Company.
- B. THAT in the event of the Storer failing to carry out or perform any of its obligations under the said Storage Agreement the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Storer (in lieu of being merely a surety for it) for the payment of the price, interest and all other monies if any payable pursuant to the within Storage Agreement in the performance of the obligations herein contained and it shall not be necessary for the Storage Company to make any claim or demand on or to take any action or proceedings against the Storer before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted to the Storage Company to the Storer shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Storage Company have been paid and all obligations have been performed.



Trading Entity of KCS Warehousing & Logistics Solutions Pty Ltd

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