

# AGREEMENT FOR COLD STORAGE

FOODBOSS COLDSTORAGE PTY LIMITED ABN 91 106 531 784

24-27 Lambridge Place, Penrith NSW 2750



## TERMS AND CONDITIONS

### OPERATIVE

1. FOODBOSS Pty Limited operates a cold storage facility (deemed as the Facility or Premises) or known as FOODBOSS COLDSTORAGE.
- 1.2 In This Agreement Storer means the person or corporation in whose name the goods are for the time being stored but will also include, where the context permits, the beneficial owner or mortgagee/charge of the goods.
- 1.3 FOODBOSS or FOODBOSS COLDSTORAGE means FOODBOSS Pty Ltd who is entitled in its absolute discretion to act upon instructions received from the Storer whether that be the person or company who originally stored the goods, the beneficial owner or the mortgagee/charge.
- 1.4 Where the Storer comprises of more parties, each party has authority to bind the others and in such case liability by the Storer will be taken as joint.

### 2. Term

The term of this Agreement shall continue pursuant to these Terms and Conditions, until suitable notice is provided. Upon commencement of Storage it is understood you have read and agreed to these Terms and Conditions.

### 3. Cost of Storage

- 3.1 The Storer must pay the consideration to FoodBoss in accordance with the terms of that quotation by direct debit to FoodBoss' bank account or in such other manner as FoodBoss may advise.
- 3.2 The Storer must pay to FoodBoss the minimum storage fee per week whilst ever the Storer is using the facilities. If the Storer does not use the facilities for a period of 14 consecutive days or more, FoodBoss reserves the right to terminate this Agreement without notice. FoodBoss may terminate this Agreement where the Storer is in default of one or more of the terms of this Agreement in which case FoodBoss must give to the Storer not less than 30 days written notice of its intention to terminate this Agreement. Foodboss reserves the right to terminate or vary this Agreement with a minimum of 60 day's notice.
- 3.3 FoodBoss reserves the right to vary its prices. Should this occur, FoodBoss must give written notice thereof to the Storer. In the event that the Storer does not agree to the new prices it shall be entitled to terminate this Agreement upon 60 day's notice without penalty and the new prices shall not apply during the period of that notice. Annual CPI increase should otherwise be expected.
- 3.4 Where FoodBoss is requested to assist the Storer in stocktaking, FoodBoss shall be entitled to charge the Storer for so doing either at FoodBoss' standard charge.
- 3.5 Any unforeseen costs incurred on behalf of the Storer without limit may be forwarded by invoice to the Storer payable in standard terms. These may include but not limited to additional container hold over charges, labels, quarantine charges, disposal, transport or audit fees.
- 3.6 From time to time, it may be necessary to store products on another site, due to sudden overflow. FoodBoss is not warranted to inform the Storer of such. All records, and stock control are still managed from the FoodBoss site.
- 3.7 Agreed terms is strictly 14 days from date of invoice, unless specific arrangements are made to vary this in writing. By the discretion of the Storer; once a customer is outside terms, stock may be put on hold, and or; a late payment fee is charged at .5% of amount due per week. This is an ongoing charged per week and payable with balance due, before stock is released.

4. **Pallets** (Chep and Loscam). Where possible, pallets are to be transferred directly to the receiver. Where this is not possible transfers to Foodboss account will incur a 30 day delay date. Please see pallet policy for more information.

### 5. Delivery of Goods

- 5.1 The Storer warrants to FoodBoss that in respect of all goods delivered for storage:
  - a) it is the owner and entitled to possession of the goods;
  - b) the goods are not dangerous; and
  - c) that the description of the goods given to FoodBoss is accurate
- 5.2 FoodBoss' tally of goods received shall be final and conclusive evidence as to the quantity and description of goods received.
- 5.3 The Storer must notify FoodBoss in writing from time to time of any change in its address or ownership of the goods.
- 5.4 FoodBoss at its discretion may require the Storer's written instructions relating to the surrender, delivery or disposal of the goods but shall also be entitled to rely upon oral instructions given by the Storer, its servants or agents. In respect of all goods which are delivered by FoodBoss in accordance with oral or written instructions of the Storer, the Storer must indemnify FoodBoss against all claims whatsoever in respect of the receipt of such goods.
- 5.5 At any time FoodBoss may require the Storer to remove the goods from storage and to pay all outstanding storage and other charges up to the time of removal.
- 5.6 Upon re-delivery of the goods by FoodBoss to the Storer, the Storer must immediately notify FoodBoss in writing of any discrepancy relating to the goods.

### 6. Insurance

- 6.1 Where the Storer's goods are damaged either by: failure of the refrigeration unit, fire, theft or other any other damage; Foodboss Shall not be liable. FoodBoss shall not be liable for any loss, injury or damage to the goods stored whether by way of destruction or damage by storm, tempest, flood, acts of God, theft, fire or water or however any such loss or injury may occur or for any negligence or alleged negligence or any act or omission of FoodBoss or its servants or agents and from any cause whatsoever and without limitation; FoodBoss shall not be liable. Foodboss shall not be liable for:
  - a) any injury, damage or loss suffered or cause by non-delivery or delayed delivery of the goods; or
  - b) any injury, damage or loss caused or contributed to by the method of storage of the goods including the storage temperatures, sweating, evaporation, leakage, breakage, shrinkage, deterioration, fermentation, wasting, decay, putrefication, contamination; or
  - c) any injury, damage or loss caused by or contributed to be strikes, lock-outs, shortage of labour, defects or breakdowns of plant machinery or premises.
- 6.2 To the extent limited by law FoodBoss accepts no responsibility for the goods which are received into storage and stored by FoodBoss at the Storer's sole and absolute risk. FoodBoss accepts no responsibility and makes no warranty whatsoever.
- 6.3 The Storer must make its own arrangements in relation to insurance of the goods.

**7. Dangerous Goods**

- 7.1 Goods are considered to be dangerous if they are classified as such either under any Australian Dangerous Goods code or if they might in the reasonable opinion of FoodBoss injure or damage people, property or the environment. This will include goods that are or may become poisonous, corrosive, volatile, explosive, flammable or radioactive.
- 7.2 The Storer must inform FoodBoss if goods to be stored are dangerous. FoodBoss in its absolute discretion may refuse storage of them.
- 7.3 The Storer must indemnify FoodBoss in respect of all actions, claims, suits and demands and suits whatsoever that arise out of or relate to goods which are dangerous.

**8. Deterioration of Goods**

- 8.1 At any time and without notice, and at the expense of the Storer, FoodBoss may remove and if it thinks fit, sell or destroy goods or any part thereof which FoodBoss at its absolute discretion has determined to be or likely to become contaminated, deteriorated, objectionable or unwholesome or a source of contamination or danger to FoodBoss, its servants or agents or to other goods stored by other storers or which the Storer has failed to remove having been given not less than 48 hours notice by FoodBoss that the goods may have or be about to be so deteriorated.

**9. Handling of Goods**

- 9.1 FoodBoss is authorised by the Storer to use such method for the handling of the goods as FoodBoss in its absolute discretion deems appropriate.
- 9.2 FoodBoss will also be entitled to use its own discretion in relation to where the goods are stored and whether the goods need to be stored in bulk, sorted into separate lots, or any other aspect of their storage. This might also include off site from time to time, due to sudden overflow. Foodboss is not obligated to inform the Storer of such.

**10. Liability to Payment**

- 10.1 The Storer shall be liable for all storage and other charges payable to FoodBoss up to and including the day of delivery of goods from storage and payment must be made to FoodBoss either before removal of goods or in accordance with arrangements made between FoodBoss and the Storer from time to time
- 10.2 Storage and other charges payable to FoodBoss whether in respect of the subject goods or other goods of the Storer which are held by FoodBoss shall be a charge upon such goods as are held by FoodBoss from time to time, and it shall have a general lien upon such goods including the right to sell them upon failure on the part of the Storer to comply with a demand for payment made by FoodBoss.

**11. Force Majeure**

- 11.1 If FoodBoss or any of its servants or agents are wholly or partially prevented from performing its obligations under this Agreement by a Force Majeure event, then the obligation to perform in accordance with this Agreement will be suspended for the duration of the Force Majeure event.
- 11.2 If the Force Majeure event continues for a period longer than seven days from its initial occurrence either party shall be entitled to terminate this agreement by written notice to the other and without prejudice to any rights or obligations that either party may have accrued prior to such termination.
- 11.3 A **Force Majeure** event affecting a party means anything outside that party's reasonable control including, without limitation, flood, fire, theft, storm, tempest, act of God, war, strike, lockout and shortage of labour.

**12. General**

- 12.1 The Storer must pay all tax imposts or other charges which may apply to the storage of the goods from time to time by any governmental or similar authority.
- 12.2 No amendment, variation or modification of this Agreement shall be enforced unless it is in writing and signed by both FoodBoss and the Storer.
- 12.3 This Agreement contains the entire agreement between the parties.

**13. Notices**

- 13.1 Any notice required to be given under these conditions must be in writing and sent to a party's last known address/ email account or facsimile number.
- 13.2 A notice will be taken to have been received and served on:
- a) If delivered by hand on the date of delivery;
  - b) If sent by post, three working days after posting;
  - c) If sent by facsimile before 4:00n a working day, on the date of such transmission or otherwise at 8.00am on the next working day following the transmission (but only in the case that the facsimile machine records a successful transmission of the facsimile)
- 13.3 Notices may not be given by way of email. However the parties agree that email shall be an acceptable method of communication under these conditions for all matters.

**14. Applicable Law**

- 14.1 These conditions shall be governed and construed in accordance with the laws of the State of New South Wales and any proceedings which may be brought by the Storer, its servants, agents or representatives must be brought within the State of New South Wales.

# AGREEMENT FOR TRANSPORT

FOODBOSS TRANSPORT PTY LIMITED ABN 42 052 352 673

24-27 Lambridge Place, Penrith NSW 2750



**FOODBOSS TRANSPORT** (The Carrier and its servants and agents and representatives, We, Us or Our)

**Customer** (You, Your and authorized agents).

**These Terms and Conditions** include carry over with any prior customers who understood their relationship to be with the entity Fordcraft Fresh Logistics .

1. Subject to these conditions as laid out, we will collect, carry and deliver goods as noted on the relevant consignment note or as agreed in writing.
2. Upon commencement of any run or delivery by FOODBOSS Transport (The carrier) it is understood that you have read and accepted the terms of the Transport Provider Agreement, and subject to its conditions ongoing unless specifically varied in writing, and agreed by both parties. A copy can also be found on the website. It is the Customer's responsibility to ensure they obtain and read the copy of these Terms and conditions – Transport Provider Agreement.
3. FOODBOSS Transport (The Carrier) is not a common carrier and will accept no liability as such. All articles are transported subject to these conditions and the Carrier reserves the right at its discretion to refuse the transport of any articles or any class of articles for any reason, firm or company.
4. Insurance in respect of the goods will not be effected by the carrier. If insurance is desired then we recommend the consignor to make their own arrangements.
5. At all times it is understood that any communication from the Customer regarding the use of our services is from an authorized Customer representative. Upon signing the credit application that you are authorized to agree to these terms and conditions.
6. At any time the Carrier may sub-contract or engage any third party to carry out or discharge the services, including without limitation such carries (whether common or otherwise), forwarding agents or shipping agents as it may deem necessary or expedient for the purpose of freighting of the Customers goods. The Carrier is also authorised to accept on behalf of the Customer any terms and conditions of any form used by such Sub Contractors to carry the Customer's goods.
7. If at any time the Customer's goods are required to be warehoused or held at a place pending their freighting or delivery, such goods shall be held at the Customer's sole risk and expense.
8. The customer must make known to the Carrier in writing the nature of goods, and may be subject to special rates of cartage.
9. Noxious, dangerous, hazardous or inflammable or any goods deemed to be dangerous by the Carrier shall be freighted at the Customer's own risk and the Customer shall be liable for any loss, damage, (consequential or otherwise) arising from freight of such dangerous goods.
10. The goods remain the risk of the Customer and not the Carrier.
11. The Carrier shall not be responsible in tort or in contract or otherwise for any loss or damage to of goods or misdelivery or failure to deliver or delay in delivery of goods including chilled, frozen, refrigerated, perishable goods either in transit or in storage for any reason whatsoever without limit including any negligence or wilful act which could apply to all such loss or damage of goods. The Carrier shall be under no liability to the Customer in respect of any consequential or indirect loss or damage, loss of business, which may be suffered or incurred, or which may arise.
12. The Consignor will be responsible for the loading and unloading of any Goods, unless formally requested with FOODBOSS as part of the cartage. Our FOODBOSS drivers do not have Forklift licences, and are therefore not permitted to operate such equipment.
13. The Consignor undertakes to indemnify the Carrier of any liability whatsoever in respect of the Goods, to any Person (other than the Consignor) who claims to have, who has, or who claims to have interest in the goods whatsoever.
14. Delivery of the goods shall be at the address given, if delivery cannot be made at the arranged time, or normal trading hours then an additional charge will be payable for any consequential storage, and further delivery attempts.
15. All transport bookings are to be made by 12pm the preceding day of departure. Any cancellation after this time will incur a futile charge.
16. A signed receipt or acknowledgement of delivery shall constitute proof of delivery.
17. Payment for all services rendered by the Carrier, including all work rendered on behalf of the customer.
  - 17.1 Including any additional unforeseen costs, such as but not limited to: demurrage, warehousing, subcontractor payments or third party costs, or any penalties for authorized loads that are over weight limits.
  - 17.2 Payment for services rendered for any consignee refusing to take delivery of goods,
  - 17.3 Including the delivery of the goods perishing in transit.
  - 17.4 Payment terms are strictly 14 days from date of invoice. Any changes to these terms must be agreed in writing.
  - 17.5 A late payment fee is applicable for payments made outside terms. This is charged at 0.5% per week of the amount due.
  - 17.6 Any questions relating to an invoice must be raised within 7 days.
  - 17.7 In the event of default of payment, dishonoured cheques, all costs of collection, including legal fees and court costs shall be paid by the Customer.
18. All prices are confidential and not to be used or discussed with any other service/ logistics provider. The customer agrees not to contact or approach any of the third parties without the Carriers consent.
19. The Customer grants a general Lien for all monies pertaining to all costs charges and expenses which become due to the Carrier by the Customer.
20. All legal load weights must be strictly adhered to. For full loads, product weights must be supplied to ensure compliance. For any over loading by customers including Containers collected or delivered over legal weights will have full costs incurred for any RMS charges, penalties, or unpacking or storage charges forwarded to them, including any further charges incurred by the Carrier by delivery or collection of goods on behalf of the customer.
21. Notification of any accident or incident on site must be communicated immediately with our management team.
22. It is the responsibility of the Customer to provide training for on-site procedures and inductions at any delivery point.
23. Any WHS issues at any delivery point will be discussed for further negotiation with the objective to provide a safe working environment to all. Customer co-operation to any WHS issue is expected.
24. Fuel Levy is applicable to all invoices on the gross figure (including any demurrage or other charges). GST is added to the final quoted figure.
25. Demurrage is chargeable if delays occur. (in blocks of 15 min intervals)
26. Any load sustaining extra kilometres incurred above the most direct route, due to unforeseen instance (such as road closures, flooding, storm damage, etc), will be charged at the applicable rate. (Kilometer rate for long distance work, or hourly for local deliveries).
27. A quoted or contracted price does not entitle the customer to sole cartage or use of the trailer. FOODBOSS Transport reserves the rights to cart other products for other customers if space prevails at FOODBOSS'S complete discretion, or discussion from you the customer.
28. The Carrier reserves the right to amend prices and charges as relevant. Notification will be in writing with at least 4 weeks notice.
29. CPI annual price increase is applicable.
30. All FOODBOSS drivers are bound by NHVAS statutory regulations effecting their driving hours. While we endeavour to meet required time slots or delivery objectives by our drivers; we support in full driver fatigue initiatives and as such any missed slots due to unforeseen fatigue issues FOODBOSS will not be held responsible for.
31. Pallets (Chep and Loscam). Where possible, pallets are to be transferred directly to the receiver. Where this is not possible transfers to Foodboss account will incur a 30 day delay date. Please see pallet policy for more information.

I/We agree to the FOODBOSS Terms and Conditions under the Agreement for Cold Storage and Terms and Conditions for FOODBOSS TRANSPORT in full.

**By use of the Foodboss Cold Storage and Foodboss Transport, you have agreed to the Terms and Conditions as above in full. This can also be found on our website.**

## Hire Equipment Trading Terms

Effective 1<sup>st</sup> September 2018 the following guidelines apply to all trading partners unless alternative agreements have been implemented. Suppliers and Carriers are required to comply with the below trading terms.

### Pallet Delay Days:

Transfers onto Foodboss account are subject to a standard **30 day delay date** from the date of receipt. Delay dates will apply to all trading partners unless alternative agreements have been made. Vendors must **raise transfers direct to receiver** where possible.

Account Type	Account Number	Contact
Chep Account	1610204416	pallets@foodboss.com.au
Loscam Account	212067	loscam@foodboss.com.au

### Guidelines for Transfers onto Foodboss pallet account

- Only **Chep Pallets (10001)** and **Loscam Pallets (WP)** will be accepted. No responsibility will be taken for other equipment codes including but not limited to: **FB2 Bins (6060), Vicfam Plastic Pallets, Skids, Plain Pallets**
- Transfers must clearly state sending account name, account number, shipment date, quantity and a reference. Foodboss reserve the right the correct quantities subject to check. **Foodboss Connote number** is the preferred reference. If this is not known please include customer purchase order numbers to assist with allocations.
- A **copy of the pallet transfer** must be supplied at the time of delivery or pick up. If this is not possible a copy must be emailed or faxed at the earliest possible time. **Failure to supply** documentation could result in the transfer being **rejected**.
- It is the **responsibility of the Sender** to raise transfers onto our account and to process the transfers in a timely manner. Foodboss will not raise transfers onto our account on behalf of vendors or carriers. Transfers must be processed within **3 months** of the shipment date (please see below claims policy)
- **Exchange pallets** may be provided if an active pallet account is not available provided the sender agrees to sign an **Foodboss's Connote** as Proof of Receipt. It is the sender's responsibility to organise exchange pallets **prior to pick up** as our fleet does not travel with empty pallets on board "just in case" FoodBoss will not be liable for exchange pallets not provided at the time of pick up if exchange pallets were not requested by the sender prior to the pick up.

### Claims Policy

- Any enquiries/claims must be made in writing to pallets@foodboss.com.au
- Any claims for transfers outside of **3 months** from the delivery date will **not be backdated**, once verified transfers will only be accepted as of the **date of the query**. FoodBoss reserve the right not to investigate queries older than **6 months** from the shipment date.
- Claims will not be investigated without signed pallet transfers or signed supporting paperwork.
- Foodboss connote or invoice number must be referenced in order to investigate a claim.