

## **LOBO LOGISTICS TERMS AND CONDITIONS OF CARRIAGE**

Any and all business and services supplied by LOBO LOGISTICS will be subject to the terms and conditions of this Agreement, which may be amended by LOBO LOGISTICS from time to time by notice on LOBO LOGISTICS website: [www.lboblogistics.com.au](http://www.lboblogistics.com.au)

### **1. DEFINITIONS**, In these terms and conditions:

Agreement means these terms and conditions; Carriage means unless otherwise agreed in writing prior to the tender of the Goods to LOBO LOGISTICS for Carriage, the receipt, pickup, loading, carriage, transportation, customs clearance where applicable, warehousing, holding, storage, unloading and delivery of the Goods; Charges means all amounts payable to LOBO LOGISTICS under this Agreement directly or indirectly in relation to or in connection with the Carriage of any Goods and/or rendering any Services, including without limitation: (a) fees and costs of LOBO LOGISTICS and its Sub-Contractors; (b) costs of and disbursements in connection with Carriage and the Services; (c) all freight, transport, insurance and shipping costs; (d) all duties, taxes, imposts, and levies; (e) all legal fees, costs and disbursements incurred by LOBO LOGISTICS or its Sub-Contractors in enforcing or in any other way connected with this Agreement; (f) any costs or charges incurred by LOBO LOGISTICS in complying with any law or requirement of any airport, harbour, dock, railway, shipping, customs, excise, warehouse or other authority or Person; (g) charges for any additional attempts at delivery and calls made or delays suffered by LOBO LOGISTICS in delivering the Goods where scheduled delivery is not possible for any reason; (h) all demurrage costs incurred by LOBO LOGISTICS or any Sub-contractor whilst rendering the Services or in any way related to the Services or the Goods; (i) all storage, warehousing and holding costs; (j) all Claims and Liability; and (k) all other sums due to LOBO LOGISTICS under this Agreement. Claim includes but is not limited to any action, claim, demand, allegation, threat, suit or cause of action: (a) in contract (including, but not limited to, breach of warranty); (b) in total (including, but not limited to, misrepresentation or negligence); (c) in bailment; (d) under statute; (e) under an international convention; (f) for breach of this Agreement; and (g) alleging any act, including but not limited to intentional acts with apprehension of the consequences, or any omission, whether unlawful or not. Dangerous Goods means Goods that are or may become noxious, dangerous, inflammable, unstable, explosive, incendiary, corrosive or damaging, or which are or may become liable to damage any other Goods or property. Damages bears the widest possible meaning, and includes but is not limited to: (a) loss or damage; (b) damage, diminution, devaluation, deterioration, evaporation, contamination, misplacement, loss, misdelivery or alteration or reduction in usefulness or value of any Goods or property; (c) judgement, award, penalty, fine, impost, duty, proceeding or Claim; (d) injury, personal injury or death; (e) legal costs, on the maximum scale, and any other professional costs, including consultants' fees and fees for expert witnesses; and (f) direct, indirect and consequential loss, liability or damages (all including without limitation loss of profit, loss of market, loss of goodwill, loss of contract, loss of business, depletion of goodwill and like loss). Goods means the property and things from time to time accepted by LOBO LOGISTICS from or on behalf of the Shipper for Carriage and/or Services and includes any container or packaging. GST Law means the same as in the Tax System (Goods and Services Tax) Act 1999. GST Rate means the rate of GST under the GST Law. Invoice means a tax invoice under the GST Law. Liability bears the widest possible meaning and includes but is not limited to all: (a) damages; (b) interest; (c) obligations to pay money; (d) obligations to do something; (e) obligations not to do something; (f) obligations to deliver up or otherwise deal with any Goods or property; (g) charges, duties, taxes and other imposts; (h) any other loss; and (i) expenses, costs, disbursements and charges. Limitation of Liability includes any exemption from or limitation of Liability, exclusion or limitation of Claims, indemnity, immunity, limitation, exclusion, condition, defence or liberty of any nature. LOBO LOGISTICS means LOBO LOGISTICS (ABN 56 291 020 905). Person means any individual, partnership, firm, corporation, association, trust, unincorporated organisation or other entity, including a governmental agency. Perishable Goods means the Goods are legally or factually likely to deteriorate in quality, value, usefulness or condition and includes without limitation, foodstuffs, fruits, vegetables, dairy products, meat, and the like. Service(s) means the Carriage of the Goods or property, as well as any other related or ancillary acts, operations and services undertaken or rendered by LOBO LOGISTICS, its agents or its Sub-contractors or any Person (whether

gratuitously or not). Shipper includes one or more of: (a) the shipper, consignee, addressee, sender, recipient, bailor, bailee, possessor, owner, importer and/or exporter of the Goods; (b) any Person for whom the Services or Carriage are performed; and/or (c) any Person who engages LOBO LOGISTICS to perform the Services or Carriage of the Goods, including without limitation any Person who is interested in the Goods or who becomes interested in the Goods at any time. Sub-contractor includes: (a) any Person, firm or company with whom LOBO LOGISTICS may arrange to effect any Service or Carriage or part thereof in respect of any Goods; and (b) any other Person, firm or company that is now or hereafter a servant, agent, employee or sub-contractor of any of the Persons or entities referred to in (a). Supply means the same as in the GST Law. Taxable Supply means any Supply under this Agreement in respect of which LOBO LOGISTICS is or may become liable to pay GST.

### **2. NEGATION OF LIABILITY AS A COMMON CARRIER**

2.1 LOBO LOGISTICS is not a Common Carrier and will not accept Liability as such.

2.2 All Goods are Carried and all Services are rendered by LOBO LOGISTICS subject only to this Agreement.

2.3 LOBO LOGISTICS reserves the right, at its sole discretion, to refuse and decline the: (a) Carriage of Goods for any Person; (b) Carriage of any class of Goods; or (c) Rendering any Service.

### **3. SHIPPER'S WARRANTIES**

3.1 The Shipper and any person tendering any Goods to LOBO LOGISTICS for Carriage guarantee LOBO LOGISTICS and its Sub-Contractors that: (a) the Goods are fit for Carriage, and been suitably packaged; (b) the Shipper has the authority of all Persons owning or having any interest in the Goods to enter into this Agreement and to give LOBO LOGISTICS instructions in relation to the Goods; (c) the Person delivering any Goods to LOBO LOGISTICS for Carriage is authorised to sign this document and accept these terms and conditions for and on behalf of the Shipper; (d) any information, descriptions, values or any other particulars provided in respect of the Goods are accurate and true; (e) the Shipper has complied and the Goods do and will comply with all applicable laws and government regulations of any country to, from, through or over which the Goods may be carried, including those relating to packaging, carriage, storage, clearance, customs, import, export, delivery or other Services in respect of the Goods; (f) the Shipper will furnish any information and provide any documents that may be necessary to comply with all laws and regulations; (g) the Shipper employed reliable staff to prepare the Goods for Carriage and protect the Goods against unauthorised interference during preparation, storage and handing them to LOBO LOGISTICS; (h) any Dangerous Goods have been properly declared to LOBO LOGISTICS; (i) The Goods are properly and accurately marked and addressed.

### **4. DISCRETION AND right to subcontract AS AGENT OR PRINCIPAL**

4.1 LOBO LOGISTICS and any Sub-contractors may at their sole discretion, as principal or as agent for the Shipper, subcontract on any terms the whole or part of the Carriage of the Goods and/or provision of the Services.

4.2 The Shipper is aware that such terms may materially differ from the terms of this Agreement. Any Sub-contractor's terms are available from LOBO LOGISTICS upon request.

### **5. ROUTE AND DEVIATION**

5.1 The mode and route of Carriage and provision of the Services is solely at the discretion of LOBO LOGISTICS and its Sub-contractors.

5.2 If the Shipper expressly or impliedly instruct LOBO LOGISTICS to use a particular method of handling or storing the Goods or a particular method or route of Carriage, LOBO LOGISTICS may employ that method but if it cannot conveniently be adopted by LOBO LOGISTICS in its sole discretion, the Shipper hereby authorises LOBO LOGISTICS to handle, store or to Carry the Goods and/or to render the Services as LOBO LOGISTICS in its sole discretion sees fit.

5.3 At the sole discretion of LOBO LOGISTICS the Goods may at any time be warehoused or

stored or held at the Shipper's risk and expense at any place or places.

### **6. DECLARATION FORMS AND INSPECTION**

6.1 If required by LOBO LOGISTICS the Shipper must accurately complete and deliver to LOBO LOGISTICS or its agents any declaration form showing particulars of Goods, values, weights and any other information the form requires to be completed.

6.2 LOBO LOGISTICS reserves the right at the cost and risk of the Shipper, but is not required, to open and inspect any package or Goods tendered to it and/or accepted for Carriage.

### **7. DELIVERY AND UNLOADING**

7.1 LOBO LOGISTICS will and is authorised to deliver the Goods to the address provided to LOBO LOGISTICS.

7.2 LOBO LOGISTICS will be conclusively presumed to have completed Carriage of the Goods and/or rendering of the Services if at that address it obtains from any Person a receipt or signed delivery docket for the Goods.

7.3 If at the time of delivery: (a) the nominated place of delivery is unattended; or (b) the Consignee fails or refuses to take delivery of the Goods; or (c) delivery cannot otherwise be effected or Carriage completed, LOBO LOGISTICS may at its sole discretion and subject to any right to sell the Goods: (a) leave the Goods at that address, which will constitute proper delivery of the Goods and completion of Carriage and the Services; or (b) store or warehouse the Goods at the Shipper's cost and risk and re-deliver the Goods at any time.

7.4 The Shipper will at its cost and risks provide, procure or arrange adequate and suitable facilities and equipment for loading and unloading the Goods.

7.5 Dates specified for completion of Carriage or any other Services are estimates only and LOBO LOGISTICS will bear or suffer no Claim or Liability for failure to complete Carriage or rendering any Service by any date.

### **8. LIABILITY AND RISK OF LOBO LOGISTICS**

8.1 The Goods are at the sole risk of the Shipper and not of LOBO LOGISTICS or any Sub-contractor.

8.2 The Shipper undertakes and warrants that neither LOBO LOGISTICS nor any Sub-contractor or any other Person who Carries the Goods or renders any Service at any time will in any circumstances (except where any statute otherwise requires) suffer or be subject to: (a) any Claim; or (b) any Liability relating to any Damages or other loss in any way connected with Carriage, Services, the Goods or otherwise arising.

8.3 Every Limitation of Liability in this Agreement or otherwise available to LOBO LOGISTICS will also be available and will extend to protect: (a) all Sub-contractors; (b) every director, servant, employee, officer or agent of LOBO LOGISTICS or of a Sub-contractor; and (c) All Persons who are or might be vicariously liable for the acts or omissions of any Person falling within (a) or (b). LOBO LOGISTICS is (or will be) deemed to be acting as agent or trustee on behalf of and for the benefit of each of the other persons benefiting from any Limitation of Liability under this Agreement and all such Persons and each of them will to this extent be or be deemed to be parties of this Agreement.

8.4 Every Limitation of Liability in this Agreement or otherwise available to: (a) any Sub-contractor; (b) every director, servant, employee, officer or agent of LOBO LOGISTICS or of a Sub-contractor; (c) every other Person (other than LOBO LOGISTICS) by whom the Services or any part thereof is undertaken; (d) all Persons who are or might be vicariously liable for the acts or omissions of any Person falling within (a), (b) or (c), will also be available and will extend to protect LOBO LOGISTICS.

8.5 Without limiting clauses 8.2, 8.3 and 8.4: (a) Limitations of Liability in this Agreement apply even if it is proved that the Liability or other loss resulted from an act or omission done with intent to cause Damage or other loss, or recklessly and with knowledge that Damage or other loss would or could result. (b) Nothing whatsoever done or omitted to be done or other conduct by LOBO LOGISTICS or any other person in breach of this Agreement or otherwise will under any circumstances constitute a fundamental breach or repudiation of this Agreement so as to disentitle LOBO

LOGISTICS or any other person entitled under this Agreement to the benefit of any Limitation of Liability and like protection, which will continue to have full force and effect in any event whatsoever. (c) Each Limitation of Liability in this Agreement is separate and independent from other provisions and Limitations of Liability and each Limitation of Liability survives termination of this Agreement for any reason.

8.6 In all cases where Liability of LOBO LOGISTICS and/or its Sub-contractors cannot be excluded, whether as a result of statute, international convention or otherwise, the Liability of LOBO LOGISTICS, no matter how arising, is limited to: (a) the lesser of (at LOBO LOGISTICS's sole discretion): (i) payment received by LOBO LOGISTICS in relation to the relevant Services; or (ii) the value of the Goods the subject of the Services at the time the Goods were received by or for LOBO LOGISTICS; or (iii) \$100 Australian; (b) in the case of a proven breach of an implied warranty provided by the Trade Practices Act 1974 as amended, the re-supply of the Services by LOBO LOGISTICS or replacement of the Goods; or (c) where superseding (a) and (b) preceding, mandatory international convention or statute.

8.7 Notwithstanding anything in this Agreement, LOBO LOGISTICS will continue to be subject to any mandatory implied warranty provided by the Trade Practices Act 1974 as amended (TPA): (a) to the extent that the TPA is applicable to this Agreement and prevents the exclusion, restriction, limitation or modification of such warranty or Liability for any breach thereof; and (b) only to the minimum extent required and imposing the least liability on LOBO LOGISTICS required under the TPA.

### **9. INDEMNITY AND IMMUNITY**

9.1 The Shipper will indemnify and hold LOBO LOGISTICS and its Sub-Contractors harmless in respect of any Claim made against it by any Person in connection with any Liability or other loss arising or purportedly arising out of or relating to: (a) this Agreement; (b) provision of the Services by LOBO LOGISTICS, its Sub-contractors or any other person; (c) Carriage of the Goods and/or any property; (d) the Goods.

9.2 Without limiting clause 9.1, the Shipper undertakes to indemnify and hold harmless LOBO LOGISTICS and its Sub-Contractors from all Liability and Claims: (a) in respect of any duties, taxes, imposts, outlays or charges at any port or place in respect of the Goods; (b) all customs and/or excise duties, costs, fines or penalties imposed for any reason whatsoever in relation to or connected with the Goods, Carriage or the Services; (c) pursuant to any applicable laws or regulations; (d) the Claims of any Person (other than the Shipper) based on real or purported interest in the Goods or parts of them; (e) arising out of a breach of any warranty given by the Shipper or the person who tendered the Goods to LOBO LOGISTICS for Carriage; (f) arising out of the Carriage of any Dangerous Goods whether declared as such or not and whether or not the Shipper was aware of the nature of the Goods; (g) in respect of any Claim or Liability arising from any inherent defect, quality or characteristic of the Goods.

9.3 Without limiting clauses 9.1 and 9.2, the Shipper and any person who tenders Goods to LOBO LOGISTICS for Carriage irrevocably exempts LOBO LOGISTICS and its Sub-Contractors from all or any Claims or Liability arising from or under this Agreement, performance of the Services, Carriage of the Goods or any property, howsoever caused.

9.4 Nothing in this clause 9 will limit or prejudice any Limitation of Liability contained in any other clause of this Agreement. Each and every Limitation of Liability in this Agreement is separate, cumulative and severable and available to both LOBO LOGISTICS, its Sub-contractors and any other person involved in the Services or Carriage of the Goods.

9.5 Any right or Limitation of Liability granted under this Agreement or otherwise available to LOBO LOGISTICS or its Sub-contractors also extends and is available to their directors, employees, consultants, servants, agents, officers and advisors.

9.6 Every indemnity granted under this Agreement means not only to indemnify and hold harmless, but also to keep indemnifying and holding harmless.

9.7 Each indemnity in this agreement is a continuing obligation, separate and independent from other obligations of the parties and survives termination of this Agreement for any reason.

commissions, allowances and other remuneration in respect of the Carriage of the Goods and/or the Services. LOBO LOGISTICS and the Shipper agree that LOBO LOGISTICS need not to make any disclosure whatsoever to any person in relation to any specific instance of payment, and will be entitled to retain these payments without any obligation to grant any refunds or rebates.

## 10. INSURANCE

10.1 The Shipper is advised to seek its own insurance cover.

10.2 No insurance will be sought or effected by LOBO LOGISTICS except on express instructions in writing from the Shipper and at the Shipper's risk and expense after lodgement of a declaration pursuant to clause 6.1 prior to acceptance of the Goods by LOBO LOGISTICS and subject to LOBO LOGISTICS's right to charge for arranging insurance.

10.3 The Shipper must pay the costs on any insurance policy effected by LOBO LOGISTICS pursuant to clause 10.2.

10.4 Any insurance so effected will be subject to the usual exceptions and conditions of policies of the insurance company or underwriter taking the risk.

10.5 Subject to 10.1: (a) Should LOBO LOGISTICS procure insurance pursuant to clause 10.2, LOBO LOGISTICS will not be under any obligation to effect separate insurance on each consignment but may, at its sole discretion, declare it on any general policy. Should the insurer dispute liability for any reason, the Shipper as insured will have no recourse whatsoever against and forever releases LOBO LOGISTICS from all such Liability and Claims and any recourse by the Shipper will be against the insurer only; (b) If LOBO LOGISTICS procures insurance pursuant to clause 10.2, the Liability of LOBO LOGISTICS is defined and limited to amounts stated for specified loss or damage in the insurance policy on the terms and conditions of the relevant policy, and is subject to acceptance and payment of any claims by the insurer.

## 11. PAYMENT OF DUTIES AND IMPOST

11.1 LOBO LOGISTICS may, at its sole discretion, as the Shippers agent or as principal, advance any duties, taxes, imposts, outlays or charges at any port or place in respect of the Goods and their Carriage.

11.2 The Shipper will pay all duties, taxes, imposts, outlays, charges, costs, fines or penalties which LOBO LOGISTICS or its Sub-Contractors become liable to pay for any reason whatsoever in respect of the Goods, Carriage and/or the Services and any documentation relating to the Goods pursuant to any applicable laws or regulations.

## 12. PAYMENT OF LOBO LOGISTICS CHARGES

12.1 LOBO LOGISTICS's quotations are provided on the basis of immediate acceptance and can be withdrawn or revised by LOBO LOGISTICS.

12.2 LOBO LOGISTICS's invoices prevail over its quotations.

12.3 LOBO LOGISTICS's Charges will be considered earned as soon as the Goods are received by LOBO LOGISTICS and are under no circumstances refundable.

12.4 LOBO LOGISTICS may charge by way of weight, measurement or value and may at any time re-weigh, re-measure or re-value or require the Goods to be re-weighed, re-measured or re-valued and impose additional Charges accordingly.

12.5 The Shipper must pay to LOBO LOGISTICS the amounts set out in any relevant invoice plus any of the following: (a) LOBO LOGISTICS's and its Sub-Contractors' Charges; (b) amounts contemplated under any other clause of this Agreement; (c) amounts in respect of all Claims or Liability incurred by LOBO LOGISTICS for any reason in relation to the Carriage of the Goods, the Services, the Goods and/or this Agreement.

12.6 Any special instruction given by the Shipper to the effect that Charges will be paid by the consignee or any other Person will be deemed to include a stipulation that: (a) the Shipper and the other person are jointly and severally liable under this Agreement; and (b) if the Consignee or that other Person does not pay the Charges on the date of delivery or attempted delivery of the Goods, the Shipper will pay such Charges immediately upon demand by LOBO LOGISTICS.

12.7 LOBO LOGISTICS discloses that it is likely to be paid certain brokerages,

12.8 The Shipper agrees that it will not exercise or purport to exercise any right of set-off against, or defer, withhold or deduct by way of counterclaim or otherwise any sum from any amount due to LOBO LOGISTICS by reason of any Claim it may allege against LOBO LOGISTICS or any Sub-contractor or any Person, or on account of any Liability it may have suffered or apprehend

12.9 LOBO LOGISTICS's Charges, including but not limited to sums relating to Carriage and/or Services, will be set out in one or more invoices.

## 13. GENERAL LIEN

13.1 The Goods and documents relating to the Goods and any other goods or cargo in LOBO LOGISTICS's possession and documents relating to these other goods or cargo are accepted subject to a general lien for all Charges now due or which may hereafter become due to LOBO LOGISTICS or its Sub-contractors by the Shipper on any account whatsoever, whether in respect of the Goods now Carried, or in respect of any other Goods for which LOBO LOGISTICS provides or has provided Services or Carriage.

13.2 Subject to clause 13.3, if any charges are not paid to LOBO LOGISTICS within 1 month after notice of a lien has been given, the detained Goods may be sold by LOBO LOGISTICS at its discretion and the proceeds of the sale will be applied firstly to the costs of storage and sale and then towards the satisfaction of any outstanding Charges or other sums owing to LOBO LOGISTICS, appropriated as LOBO LOGISTICS in its sole discretion sees fit.

13.3 In the case of Goods that LOBO LOGISTICS determines are Perishable, the Goods may be sold immediately without notice to the Shipper.

13.4 LOBO LOGISTICS and its Sub-contractors will be entitled at the cost, risk and expense of the Shipper or any other person having an interest in the Goods, subject to any compliance with the applicable laws, to sell or dispose of: (a) Goods that in the opinion of LOBO LOGISTICS or any Sub-contractor cannot be delivered because they are insufficiently or incorrectly addressed; (b) Goods that are not collected or accepted by the consignee; (c) any Perishable goods which in the opinion of LOBO LOGISTICS or the Sub-contractor appear to be deteriorating; and (d) Goods in respect of which the person liable for Charges under this Agreement fails to pay any costs and/or Charges necessary to implement the Shipper's instructions.

## 14. DANGEROUS GOODS

14.1 If LOBO LOGISTICS accepts Dangerous Goods for Carriage, the Shipper must provide and the Shipper warrants the accuracy of a full written declaration disclosing the nature of such goods.

14.2 If in the opinion of LOBO LOGISTICS, any Goods or Dangerous Goods are or are liable to become a risk, the relevant Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Shipper or any other person and without prejudice to LOBO LOGISTICS's right to any Charges.

14.3 The Shipper warrants that it has complied with all laws and regulations relating to the nature, packaging, labelling or Carriage of any Dangerous Goods and that these Goods are packaged in a manner adequate to withstand the ordinary risks of Carriage to their nature.

## 15. INTELLECTUAL PROPERTY RIGHTS

15.1 In this Agreement, Intellectual Property Rights includes patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, technology, technical and product information, business systems; logistics plans; rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered, registrable or unregistered and including all applications (or rights to apply) for, and

renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

15.2 Notwithstanding anything in this Agreement or any other agreement or otherwise, all Intellectual Property Rights of LOBO LOGISTICS remain vested solely in LOBO LOGISTICS.

15.3 If LOBO LOGISTICS and/or the Shipper create any Intellectual Property during or in any way related to the Services or the Carriage of Goods, all the resulting Intellectual Property Rights vest solely in LOBO LOGISTICS and to the extent necessary, even despite termination of this Agreement for any reason, the Shipper irrevocably undertakes to assign in the manner prescribed by LOBO LOGISTICS, all Intellectual Property Rights exclusively to LOBO LOGISTICS so that LOBO LOGISTICS is exclusive owner of those rights and irrevocably appoints LOBO LOGISTICS as its attorney to execute all documents and do all things necessary to bring about such assignment.

15.4 For the purposes of this Clause 15, it does not matter whether the Intellectual Property was created before or after this Agreement.

15.5 Without limiting clauses 15.1, 15.2, 15.3 or 15.4, the Shipper acknowledges and agrees that: (a) LOBO LOGISTICS may from time to time supply it with documents ("Documents") which are LOBO LOGISTICS's standard documents or which have been customised to streamline LOBO LOGISTICS's Services to the Shipper; (b) LOBO LOGISTICS exclusively owns and holds all the Intellectual Property Rights (including but not limited to copyright) in these Documents which will remain the sole property of LOBO LOGISTICS and which are supplied to the Shipper under license (the "License") and subject to strict confidentiality only; (c) The License: (i) only entitles the Shipper to use the Documents as directed by LOBO LOGISTICS and in relation to Carriage of Goods or the rendering Services under this Agreement; (ii) may be terminated by LOBO LOGISTICS at any time on notice to the Shipper; (iii) does not include the right on the part of the Shipper or any other person to retain, use, copy, duplicate, adapt or amend the Documents or to supply them to any other person, save as directed in writing by LOBO LOGISTICS; (d) Upon termination of the License by LOBO LOGISTICS the Shipper and persons holding the Documents through it: (i) will have no further right to possess or use the Documents or any copies thereof; (ii) have no right to the Intellectual Property Rights in the Documents; (iii) will deal with the Documents (including any copies) as directed by LOBO LOGISTICS, including destruction or the delivery up of the Documents (including copies) to LOBO LOGISTICS.

15.6 Without limiting clauses 15.1, 15.2, 15.3 or 15.4, the Shipper acknowledges and agrees that damages alone would not be an adequate remedy for any breach by the Shipper or persons acting through it of the provisions of this clause 15 and accordingly, without prejudice to any and all other rights or remedies that LOBO LOGISTICS might have, LOBO LOGISTICS is entitled without proof of special damage to the remedies of injunction and other equitable relief for any threatened or actual breach of the provisions of this clause 1

## 16. GST

16.1 This Clause 16 applies if LOBO LOGISTICS is or becomes liable to pay GST in relation to any Supply under these Conditions.

16.2 Unless otherwise stated, all Charges quoted are exclusive of GST. In addition to such Charges, the Shipper must pay GST on the Taxable Supply to LOBO LOGISTICS of an amount equal to the GST exclusive consideration multiplied by the GST Rate.

16.3 GST will be payable by the Shipper without any deduction or set off for any other amount at the same time as the GST exclusive consideration is payable.

16.4 In all other respects, GST will be payable by the Shipper to LOBO LOGISTICS upon the same basis as the GST exclusive consideration is payable by the Shipper under these Conditions.

16.5 LOBO LOGISTICS will issue an Invoice or Invoices to the Shipper for the amount of GST referable to the Taxable Supply. LOBO LOGISTICS will include in any such Invoice the particulars that are required by the GST Law so that the Shipper may obtain an input tax credit for the amount of GST payable on the Taxable Supply.

16.6 If any part of the consideration is referable to both a Taxable Supply and anything that is not a Taxable Supply, the amount of GST payable by the Shipper will be determined by LOBO LOGISTICS and will be the same amount of GST that would be payable if the Taxable Supply were the only Supply made to the Shipper.

16.7 If the Shipper defaults in making any payment to LOBO LOGISTICS pursuant to this Agreement, then without prejudice to any other remedies of LOBO LOGISTICS, the Shipper will pay to LOBO LOGISTICS upon demand an amount equal to the amount of any Damages or interest or additional GST that may become payable by LOBO LOGISTICS arising out of the default of the Shipper.

## 17. EXCLUSION OF WARRANTY

17.1 Subject to clause 8.7, LOBO LOGISTICS and its Sub-contractors give and are bound by no warranties whatsoever.

**18. GENERAL:** The parties acknowledge and agree that if any provision or part of any provision of this Agreement is unenforceable; such unenforceability will not affect any other part or provision of this Agreement. Without limiting any Limitation of Liability under this Agreement, if LOBO LOGISTICS is unable to carry out any obligation under this Agreement due to any circumstances, matter or thing beyond its reasonable control LOBO LOGISTICS will be excused from such obligations to the extent of the prevention, restriction or interference. In the event of and to the extent of any inconsistency between these terms and conditions and those incorporated into any bill of lading, waybill, consignment note, any document of the Shipper or any other transport document, these terms and conditions prevail. Without limiting the immediately preceding: (a) this Agreement sets out the entire agreement of the parties with respect to its subject matter. No other Agreement, warranty or representation, express or implied has been given or made by the parties. (b) LOBO LOGISTICS will not be responsible for any Claim or Liability resulting from or arising out of in connection with any quotation, advice, statement, representation or information given or made by or on behalf of LOBO LOGISTICS to the Shipper or others, including without limitation, as to the classification of or any matter material to the valuation of or the liability for or the amount, scale or rate of customs and/or excise duty or other impost, tax or rates charged in respect of the Goods or any cargo whatsoever. LOBO LOGISTICS will not be bound by any waiver or agreement purporting to vary these terms and conditions unless such agreement is in writing and signed on behalf of LOBO LOGISTICS by an authorised officer of LOBO LOGISTICS. This Agreement is governed by and is to be construed in accordance with the laws of the State of Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland and Courts entitled to hear appeals from those Courts. The Shipper will pay all of LOBO LOGISTICS's costs and expenses on a full indemnity basis in respect of any dispute or legal proceedings arising from the Goods, Carriage of the Goods or the Services.

## 19. SPECIAL CONDITIONS

To the extent that any provision of this Agreement conflicts with any Special Conditions, the Special Conditions will prevail to the extent of any conflict. Special Conditions means written terms and conditions described as Special Conditions which expressly amend this Agreement.

The Shipper agrees that all Carriage of Goods by LOBO LOGISTICS on behalf of the Shipper from the date of signing of these Conditions of Carriage will be on the terms and conditions contained herein, unless otherwise agreed in writing by LOBO LOGISTICS.