

PREAMBLE

1. Preamble

- 1.1 All Services of Topline Transport Services whether gratuitous or not, are supplied subject to these Terms and Conditions and:
- (a) The provisions of Part I shall apply to the provision of all and any Freight Services.
 - (b) The provisions of Part II shall only apply to the provision of Storage Services.

2. Definitions

- 2.1 **“Acknowledgment Document”** means the document signed by the Client in conjunction with these Terms and Conditions of Trade and applicable if Topline elects, whereby the Client acknowledges the extent and effect of the provision of security the Client provides to Topline in consideration of the provision of the Services.
- 2.2 **“Business Days”** means Monday to Friday 8.00am-5.00pm for normal business to be conducted, excluding a Saturday, Sunday or public holiday.
- 2.3 **“Charges”** means the Charges payable for the Services (plus any GST where applicable) as agreed between Topline and the Client in accordance with clause 9 below.
- 2.4 **“Client”** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Topline to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client’s executors, administrators, successors and permitted assigns.
- 2.5 **“Confidential Information”** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party’s intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, **“Personal Information”** such as: name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 2.6 **“Consignee”** means the person to whom the Goods are to be delivered by way of the Services.
- 2.7 **“Contract”** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 2.8 **“Cookies”** means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client’s computer. **If the Client does not wish to allow Cookies to operate in the background when using Topline’s website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**
- 2.9 **“Dangerous Goods”** means Goods so classified in the Dangerous Goods Code or which are or may become noxious, dangerous, hazardous, inflammable, explosive or damaging (including waste, contaminated or radioactive material, or capable of causing death, injury, or damage to any person or property whatsoever, and include (for the purpose of this Contract) Goods likely to harbour or encourage vermin or other pests and all such Goods as fall within the definition of hazardous and dangerous Goods in the legislation governing cartage by road or rail in the States and Territories of Australia.
- 2.10 **“Goods”** means any cargo, together with any container, packaging, or pallet(s), to be moved from one place to another by way of the Services.
- 2.11 **“GST”** means Goods and Services Tax as defined within the “A New Tax System (Goods and Services Tax) Act 1999” (Cth).
- 2.12 **“Services”** means all services provided by Topline to the Client to facilitate the movement of Goods from one place to another by Topline as may be requested by the Client from time to time (including, but not limited to, anything done or to be done in relation to the Goods, or the provision of any services ancillary to the Goods such as moving, storing or leaving the Goods at any warehouse, yard, terminal, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods, or fumigating, transshipping, or otherwise handling the Goods, or anything else done in relation thereto, including the offering of any advice or recommendations.
- 2.13 **“Storage Facility”** means any warehouse or outdoor storage used by the Client to store Goods, as supplied by Topline.
- 2.14 **“Storage Term”** shall mean the storage hire period, as described on the invoices, quotation, authority to hire, or any other forms as provided by Topline to the Client.
- 2.15 **“Sub-Contractor”** means and includes:
- (a) railways or airways operated by the Commonwealth or any state or any other country or by any corporation; or
 - (b) any other person or entity with whom Topline may arrange for the carriage or storage of any Goods the subject of the Contract; or
 - (c) any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in sub-clauses (a) and (b).
- 2.16 **“Topline”** means Topline Transport Services Pty Limited T/A Topline Transport Services, its successors and assigns or any person acting on behalf of and with the authority of Topline Transport Services Pty Limited T/A Topline Transport Services.
- 3. The Commonwealth Competition and Consumer Act 2010 (“CCA”) and Fair Trading Acts (“FTA”)**
- 3.1 Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 3.2 Where the Client purchases Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer’s statutory rights.

- 3.3 Liability of Topline arising out of any one incident whether or not there has been any declaration of value of the Goods, for breach of warranty implied into these terms and conditions by the CCA or howsoever arising, is limited to any of the following as determined by Topline:
- (a) rectifying the Services; or
 - (b) providing the Services again; or
 - (c) paying for the Services to be provided again.
- 3.4 If Topline is required to rectify, re-provide, or pay the cost of re-providing the Services under clause 3.3 or the CCA, but is unable to do so, then Topline may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective.

4. Acceptance

- 4.1 The parties acknowledge and agree that:
- (a) they have read and understood the terms and conditions contained in this Contract; and
 - (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Services provided by Topline.
- 4.2 These terms and conditions are to be read in conjunction with Topline's quotation, consignment note, agreement, airway bills, manifests, or any other forms as provided by Topline to the Client. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 4.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 4.4 The Client acknowledges and accepts that the supply of Services on credit shall not take effect until the Client has completed a credit application with Topline and it has been approved with a credit limit established for the account.
- 4.5 In the event that the supply of the Services request exceeds the Client's credit limit and/or the account exceeds the payment terms, Topline reserves the right to refuse delivery.
- 4.6 Any dispute or difference arising as to the interpretation of these Terms and Conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.

5. Electronic Transactions Act

- 5.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (NSW), Section 9 of the Electronic Communications Act 2000 (SA), Section 9 of the Electronic Transactions Act 2001 (ACT), Section 9 of the Electronic Transactions (Victoria) Act 2000, Section 9 of the Electronic Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Queensland) Act 2001, Section 7 of the Electronic Transactions Act 2000 (TAS), Section 10 of the Electronic Transactions Act 2011 (WA), Section 226 of the Contract Commercial Law Act 2017 (NZ) (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

6. Errors and Omissions

- 6.1 The Client acknowledges and accepts that Topline shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by Topline in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Topline in respect of the Services.
- 6.2 In circumstances where the Client is required to place an order for Services, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Services ("**Client Error**"). The Client must pay for all Services it orders from Topline notwithstanding that such Services suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take delivery of such Services. Topline is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.

7. Change in Control

- 7.1 The Client shall give Topline not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change in trustees, or business practice). The Client shall be liable for any loss incurred by Topline as a result of the Client's failure to comply with this clause.

8. Credit Card Information

- 8.1 Topline will:
- (a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by Topline;
 - (b) not disclose the Client's credit card details to any third party; and
 - (c) not unnecessarily disclose any of the Client's personal information, except in accordance with the Privacy Act (clause 24) or where required by law.
- 8.2 The Client expressly agrees that, if pursuant to this Contract, there are any unpaid charges, other amounts due and outstanding by the Client, Topline is entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract.

9. Charges and Payment

- 9.1 At Topline's sole discretion, the Charges shall be either;

- (a) as indicated on invoices provided by Topline to the Client upon placement of an order for the Services; or
 - (b) Topline's current Charges at the date of delivery of the Goods according to Topline's current rates schedule, as previously disclosed to the Client upon the Client's placement of an order for the Services; or
 - (c) Topline's quoted Charges (subject to clause 9.2) which shall be binding upon Topline provided that the Client shall accept in writing Topline's quotation within thirty (30) days (quarantine and statutory Charges or origin or destination additional Charges are not included, unless specifically stated at the time of quoting);
 - (d) have been calculated by weight, measurement or value, on the basis of particulars furnished by, or on behalf of, the Client. Topline may, at any time, open any container or any other package or unit in order to re-weigh, or re-value or re-measure or require the Goods to be re-weighed, or re-valued or re-measured and charge proportional additional freight accordingly.
- 9.2 Topline reserves the right to change the Charges:
- (a) if a variation to Topline's quotation is requested or required (including as to the nature or quantity of the Goods, nature and location of the collection and/or delivery address, facilities available for packing, loading or unloading, weather conditions or delays beyond the control of Topline, delivery times or date or otherwise, etc.); or
 - (b) to reflect any increases to Topline in the cost of providing the Services which are beyond the reasonable control of Topline (including, without limitation, increases in the cost of labour or materials, foreign exchange fluctuations, administration costs (including photocopying, postage, etc.), or increases in fuel costs, taxes or customs duties, insurance premiums or warehousing costs, or for any other services, facilities or resources provided by Topline); or
 - (c) for any delay over thirty (30) minutes in either loading and/or unloading (from when Topline arrives onsite), and/or any overnight or extended storage occurring other than from Topline's fault.
- 9.3 At Topline's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Services, in accordance with any quotation provided by Topline or as notified to the Client prior to the placement of an order for the Services.
- 9.4 Time for payment for the Services being of the essence, the Charges will be payable by the Client on the date/s determined by Topline, which may be:
- (a) on Topline's receipt of the Goods; or
 - (b) the date specified on any invoice, consignment note, airway bill, manifest, or any other form as being the date for payment; or
 - (c) fourteen (14) days following the end of the month in which a statement is posted to the Client's address or address for notices; or
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Topline.
- 9.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and Topline.
- 9.6 Receipt by Topline of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Topline's ownership or rights in respect of the Services shall continue.
- 9.7 The Client acknowledges and agrees that the Client's obligations to Topline for the supply of Services shall not cease until:
- (a) the Client has paid Topline all amounts owing for the particular Services; and
 - (b) the Client has met all other obligations due by the Client to Topline in respect of all contracts between Topline and the Client.
- 9.8 Topline may in its discretion allocate any payment received from the Client towards any invoice that Topline determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Topline may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Topline, payment will be deemed to be allocated in such manner as preserves the maximum value of Topline's Purchase Money Security Interest (as defined in the PPSA) in respect of the Services provided.
- 9.9 The Client shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Client by Topline nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify Topline in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Topline investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Topline placing the Client's account into default and subject to default interest in accordance with clause 20.1.
- 9.10 Unless otherwise stated the Charges does not include GST. In addition to the Charges the Client must pay to Topline an amount equal to any GST Topline must pay for any provision of Services by Topline under this Contract or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Charges. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.
- 9.11 Where the Client requesting or organising Topline to provide the Services is acting on behalf of any third party, and that third party is intended to be responsible for the payment of the Charges, then in the event that the third party does not pay for the Services when due, the Client acknowledges that they shall be liable for the payment of the Charges as if they had contracted for the provision of the Services on their own behalf.
- 10. Provision of the Services**
- 10.1 Topline is **not** a "Common Carrier" and will accept no liability as such. All articles are carried or transported, and all storage and other services are performed by Topline subject only to these terms and conditions and Topline reserves the right to refuse the carriage or transport of articles for any person, corporation or body, and the carriage or transport of any class of articles at its discretion.
- 10.2 *Freight Forwarding*
- (a) The Client authorises Topline (in its discretion at any time without notice to the Client) to:
 - (i) license or sub-contract all or any part of its rights and/or obligations, including using the services of others where necessary to ensure safety of other road users and property and/or compliance with lawful authority requirements and/or Police or private escorts, road closures and/or transport control, and using specialist equipment such as special cooling, etc.;
 - (ii) deviate from the usual, customary, intended or advertised route (whether or not the nearest and/or most direct and/or customary) or manner of carriage of Goods that may be deemed reasonable or necessary in the circumstances, including stay at any place

whatsoever once or more often in any order backwards or forwards and/or store the Goods at any such place for any period whatsoever; and

(iii) comply with any order or direction or recommendation on loading, unloading, departure, routes, place or call, stoppages, destination, arrival, discharge, delivery or otherwise whatsoever given by any lawful authority.

10.3 Except to the extent that any of the Services require Topline to act as a freight forwarder, Topline shall act as a forwarding agent only.

10.4 The Client acknowledges and agrees:

(a) Topline contracts with the Client both on its own behalf and on the behalf of Topline's servants, agents and subcontractors, and the Client undertakes that the Client will not make any claims against such servant, agent or subcontractor which may impose upon any of them any liability whatsoever in connection with the Goods or the provision of the Services, whether or not arising out of negligence or a wilful act or omission by any of them; and

(b) in respect of any clause herein which excludes, or in any way limits, the liability of Topline in respect of the Services, Topline, in addition to acting for itself, is acting as an agent of, and trustee for, each of its employees and also any other person or company with whom Topline arranges for the carriage of the Goods (and the employees of such person or company) so that these parties are parties to this Contract in so far as to the exclusions or indemnities that are contained herein are concerned and, in so far as may be necessary to give effect to this clause, Topline will hold the benefit of these terms and conditions for its employees and so any such person or company and their employees; and

(c) the Client shall indemnify Topline against:

(i) the consequences of such claim or allegation thereof; and

(ii) all claims or demands whatsoever by whomsoever made in respect of any loss, damage, or injury howsoever caused whether or not by negligence or wilful act or omission of Topline, its servants, agents or subcontractors.

10.5 Topline's Charges shall be considered earned in the case of Goods for carriage as soon as the Goods are loaded and despatched from the Client's premises or despatched from third party premises as directed by the Client in order to fulfil the carriage of the Goods.

10.6 Should the Client require Topline to collect the Goods upon the Client's behalf from a third party, any receipt Topline may give that third party when effecting collection is no more than a record of the collection and cannot be construed as confirmation of the quality or condition of the Goods.

11. Client-Packed Containers

11.1 Topline may open at the Client's risk and expense any document or any packaging or container in which the Goods are placed or carried to inspect the Goods to determine their nature or condition or to determine their ownership or destination where any consignment note or identifying mark is lost, damaged, destroyed, defaced or otherwise.

11.2 Subject to any written special instructions to the contrary:

(a) the Client is solely responsible for the safe and proper packaging of the Goods (including the manner in which the Goods have been packed, the suitability of the Goods for carriage or manner or packaging and/or the condition of the packaging, etc.) and for any loss suffered or incurred by any person (including the Client) through any such failure; and

(b) Topline is not obliged to pack the Goods or to provide any plant, power or labour required for loading and/or unloading of the Goods.

12. Dangerous Goods

12.1 Unless otherwise agreed in advance in writing with Topline the Client or their authorised agent shall not tender for carriage any Dangerous Goods, or anything which may encourage vermin or pests. The Client shall be liable for and hereby indemnifies Topline for all loss and damage and all additional Charges and expenses incurred or sustained by Topline arising out of the carriage of the Goods, any false, misleading or inaccurate information or description of such Dangerous Goods, or any default or failure of the Client to declare the Goods and Dangerous Goods and provide full particulars thereof.

12.2 Where Dangerous Goods and/or anything likely to encourage vermin or pests are accepted for carriage the Client warrants that the carriage thereof is not prohibited and they have fully disclosed in writing to Topline before Topline has taken possession of the Goods the full particulars and description of the Goods, the nature and value of the Goods, all requirements of lawful authorities for such carriage and all other relevant information.

12.3 If the Client is in breach of clause 12.1, Topline may, at its discretion, at the Client's expense and without compensation thereto or to any other person with an interest in the Goods and without prejudice to its Charges or any other rights hereunder:

(a) remove, sell, destroy or otherwise dispose of any undeclared Dangerous Goods in its possession without being responsible or accountable for the value thereof to the Client or any other person with an interest thereto; and

(b) dispose of or destroy or abandon or render harmless any Goods which Topline believes have deteriorated or become objectionable, unwholesome, infested with vermin or pests, or a source of danger or contamination, or any declared Dangerous Goods which are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature.

12.4 Where Topline agrees to accept Dangerous Goods, if during the period of cartage, Topline, its Sub-Contractors (or any other suitably qualified person or authority) reasonably forms the view that those Goods pose any risk to other goods, property, life or health, then the provisions of clause 12.3(b) shall apply.

13. Nomination of Sub-Contractor

13.1 The Client hereby authorises Topline (if it should think fit to do so) to arrange with a Sub-Contractor for the carriage of any Goods that are the subject of the Contract. Any such arrangement shall be deemed to be ratified by the Client upon delivery of the said Goods to such Sub-Contractor, who shall thereupon be entitled to the full benefit of these Terms and Conditions to the same extent as Topline. In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled Topline shall be deemed to enter into this Contract for its own benefit and also as agent for the Sub-Contractor.

14. Client's Responsibility

14.1 The Client expressly warrants too Topline that:

- (a) the Client is either the owner or the authorised agent of the owner of any Goods or property that is the subject matter of this contract, and by entering into this Contract the Client accepts these terms and conditions for the Consignee as well as for all other persons on whose behalf the Client is acting;
- (b) the Goods are fit for carriage, comply with any applicable legal requirements relating to the nature, condition and/or packaging of the Goods (and that the expenses of complying with such requirements or any other lawful requirements of any authority, other body or the company shall be at the Client's cost) and are not Dangerous Goods;
- (c) the person handing over the Goods to Topline is authorised to sign and accept these terms and conditions;
- (d) it is solely the Client's responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery;
- (e) any packaging, labelling and/or marking by the Client accurately describes the Goods as to content, weight and method of handling or otherwise, complies with applicable dangerous goods codes, any other applicable laws and with any relevant Australian or international standards; and
- (f) at Topline's discretion, where differences or omissions between address and/or contact information written on the consignment and/or other documentation or in any form of communication (including, but not limited to, email and telephone) provided by the Client to Topline, Topline shall reserve the right to choose which delivery information is followed and shall not be held liable for any associated costs in relocation of the Goods if this address is the incorrect one.

14.2 The Client shall indemnify Topline against any loss (including any fine, levy, charge or other monetary imposition to which Topline may become liable incidental to the carriage) damage, death or injury, including loss or damage to Topline's containers and/or equipment arising out of:

- (a) the Client's unreasonable detention of any vehicle, container, or other equipment of Topline; and
- (b) any breach of the Client's warranties under clause 14.1, including the failure to comply with clause 14.1(e).

14.3 It is the Client's sole responsibility to:

- (a) provide unobstructed access to the nominated address to enable effective delivery, including ensuring that trees are trimmed or cut back along driveways, and/or (for self-load or self-unload) ensuring that foot or vehicular traffic is not impeded, and that public safety is considered. If delivery cannot be effected by Topline (whether due to obstructed access to the nominated address or otherwise) then Topline at its sole discretion may:
 - (i) deposit the Goods in the nearest and safest position to the address, and such action will be deemed to constitute valid delivery; or
 - (ii) use a Hiab or other vehicle/equipment, and charge the Client any costs incurred by Topline in so doing; or
 - (iii) refuse to effect delivery and instead store the Goods, in which case the Client shall be liable for, and shall reimburse Topline for all costs and expenses incurred in connection with such storage; and
- (b) ensure that access to the collection or delivery site is suitable to accept the weight of laden trucks. The Client agrees to indemnify Topline against all costs incurred by Topline in recovering such vehicles in the event they become bogged or otherwise immovable.

15. Delivery of the Goods

15.1 Topline is authorised to deliver the Goods at the Client's nominated delivery address and it is expressly agreed that Topline shall be taken to have delivered the Goods in accordance with this Contract:

- (a) if at that address Topline obtains from any person a receipt or a signed delivery docket for the Goods; or
- (b) that even if the Client is not present at the nominated delivery address, that it is deemed that delivery has occurred even without Topline obtained a signed receipt or delivery docket; and
- (c) all pallets used for delivery of the Goods shall at all times remain Topline's property notwithstanding that they may remain on the Client's property after delivery. Topline may remove the pallets from the Client's premises at any time convenient to Topline.

15.2 Topline may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this Contract.

15.3 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery for the purposes of this Contract.

15.4 **Perishable Goods**, which are not taken up immediately upon arrival, or which are insufficiently addressed or marked or otherwise not identifiable, may be sold or otherwise disposed of without any notice to the Client, and payments or tender of the net proceeds of any sale after deduction of Charges shall be equivalent to delivery. All Charges and expenses arising in connection with the sale or disposal of the Goods shall be paid by the Client.

15.5 **Non-perishable Goods**, which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee, may be sold (as per clause 3 or returned at Topline's option at any time after expiration of twenty-one (21) days from a notice in writing sent to the address which the Client gave to Topline for delivery of the Goods. A communication from any agent or correspondent of Topline to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of that fact.

15.6 If the Client requests Topline upon delivery:

- (a) to make delivery of the Goods to a subsequent address, then Topline may, at their sole discretion, charge the Client the additional costs associated with doing so; and
- (b) to assist in unloading the Goods (either by hand or through the use of any machinery, including forklifts or cranes) then Topline shall only do so at their sole discretion, and:
 - (i) Topline may charge the Client the additional costs associated with doing so;
 - (ii) the Client acknowledges that they accept full liability for all property loss or damage, or injury to any person that may result from the actions of Topline in providing such assistance; and
 - (iii) notwithstanding that Topline may refuse such assistance without any liability to the Client whatsoever should they believe that the risk in providing such assistance is unacceptable.

- 15.7 The Client and Topline agree to comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable (including, but not limited to, work or occupational health and safety laws and any other relevant safety standards or legislation).
- 15.8 Any time specified by Topline for the delivery of Goods is an estimate only and Topline will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that Topline is unable to deliver the Goods as agreed solely due to any action or inaction of the Client then Topline shall be entitled to charge the Client any additional costs incurred by Topline as a direct consequence of any delay and/or rescheduling of the delivery.
- 16. Loss or Damage**
- 16.1 Subject to any statutory provisions imposing liability in respect of the loss of or damage to the Goods (including but not limited to chilled, frozen, refrigerated or perishable Goods):
- (a) Topline shall not be under any liability for any damage to, loss, deterioration, mis delivery, delay in delivery or non-delivery of the Goods (whether the Goods are or have been in the possession of Topline or not) nor for any instructions, advice, information or service given or provided to any person, whether in respect of the Goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay; and
 - (b) the Client will indemnify Topline against all claims of any kind whatsoever, howsoever caused or arising brought by any person in connection with any matter or thing done, said or omitted by Topline in connection with the Goods.
- 17. Insurance**
- 17.1 Topline will not, without the Client's written instruction, **and Topline's written approval**, insure the Goods, and:
- (a) the Goods are carried and stored at the Client's sole risk and not at the risk of Topline;
 - (b) subject to sub-clause (c):
 - (i) Topline is under no obligation to arrange insurance of the Goods and it remains the Client's responsibility to ensure that the Goods are insured adequately or at all; and
 - (ii) under no circumstances will Topline be under any liability with respect to the arranging of any such insurance and no claim will be made against Topline for failure to arrange or ensure that the Goods are insured adequately or at all.
 - (c) any such insurance is at the Client's own expense. Where the Client's instruction does not specify the class of insurance to be effected, Topline may in its discretion affect that class of insurance which it considers appropriate. Such insurance shall exclude all claims resultant from:
 - (i) wear, tear, moths, vermin, damp, mildew or loss of market;
 - (ii) loss, damage or expensed proximately caused by delay;
 - (iii) strikes, riots, civil commotions or malicious damage of the insured Goods;
 - (iv) gradual deterioration, rust or oxidation unless due to or consequent upon fire, collision, overturning or other accident;
 - (v) any exclusion common to that class of insurance; and
 - (vi) any other exclusion advised by the Client to Topline, detailed in the special instructions.
- 18. Claims**
- 18.1 Notwithstanding clauses 16 and 17 in the event that the Client believes that they have any claim against Topline then they must lodge any notice of claim for consideration and determination by Topline within seven (7) days of the date of delivery, or for non-delivery within seven (7) days of the anticipated date of delivery or the removal or destruction of the Goods.
- 18.2 The failure to notify a claim within the time limits under clause 18.1 is evidence of satisfactory performance by Topline of its obligations.
- 19. Compliance with Laws**
- 19.1 The Client and Topline shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 20. Default and Consequences of Default**
- 20.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at Topline's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 20.2 If the Client owes Topline any money the Client shall indemnify Topline from and against all costs and disbursements:
- (a) incurred; and/or
 - (b) which would be incurred and/or
 - (c) for which by the Client would be liable;
- in regard to legal costs on a solicitor and own client basis incurred in exercising Topline's rights under these terms and conditions, internal administration fees, Topline's contract fees owing for breach of these terms and conditions', including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.
- 20.3 Further to any other rights or remedies Topline may have under this Contract, if the Client has made payment to Topline, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Topline under this clause 20 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 20.4 Without prejudice to Topline's other remedies at law Topline shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to Topline shall, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to Topline becomes overdue, or in Topline's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client has exceeded any applicable credit limit provided by Topline; or
- (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

21. Lien

- 21.1 Topline shall have a right to take a particular and general lien on any Goods the property of the Client or a third party owner which are in the possession or control of Topline (and any documents relating to those Goods) for all sums owed at any time by the Client or a third party owner to Topline (whether those sums are due from the Client on those Goods or documents, or on any other Goods or documents), and Topline shall have the right to sell such Goods or cargo by public auction or private treaty after giving written notice to the Client. Topline shall be entitled to retain the sums due to it, in addition to the charges incurred in detention and sale of such Goods or cargo, from the proceeds of sale and shall render any surplus to the entitled person.
- 21.2 Notwithstanding clause 21.1 nothing shall prejudice Topline's rights to use any of Topline's other rights and remedies contained in this Contract to recover any outstanding charges or fees payable in respect of the Goods that were not recovered out the sale of the Goods in accordance with clause 21.1 and no exception shall be taken upon the grounds that the Charges realised is less than the full market value of the Goods.

22. Personal Property Securities Act 2009 ("PPSA")

- 22.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 22.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA, and creates a security interest in:
- (a) all Goods being transported, carried or handled by Topline, over which Topline invokes a lien; and
 - (b) all Services that will be supplied in the future by Topline to the Client; and
 - (c) all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to Topline for Services – that have previously been provided and that will be provided in the future by Topline to the Client.
- 22.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Topline may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 22.3(a)(i) or 22.3(a)(ii).
 - (b) indemnify, and upon demand reimburse, Topline for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Topline; or
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Services in favour of a third party without the prior written consent of Topline.
- 22.4 Topline and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 22.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 22.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 22.7 Unless otherwise agreed to in writing by Topline, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 22.8 The Client shall unconditionally ratify any actions taken by Topline under clauses 22.3 to 22.5.
- 22.9 Subject to any express provisions to the contrary (including those contained in this clause 22), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

23. Security and Charge

- 23.1 In consideration of Topline agreeing to provide its Services and as acknowledged by Topline in accordance with any Acknowledgment Document the Client grants Topline a security interest by way of a floating charge (registerable by Topline pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Client or owned by the Client in the future, including but not limited to those set out in any Acknowledgment Document, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Services under this Contract and/or permit Topline to appoint a receiver to the Client in accordance with the *Corporations Act 2001* (Cth).
- 23.2 The Client indemnifies Topline from and against all Topline's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Topline's rights under this clause.
- 23.3 In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 9.7, 22.2 and 23.1 as applicable, is deemed insufficient by Topline to secure the repayment of monies owed by the Client to Topline, the Client hereby grants Topline a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money), in accordance with the Acknowledgement Document.

24. Privacy Policy

- 24.1** All emails, documents, images or other recorded information held or used by Topline is Personal Information, as defined and referred to in clause 24.3, and therefore considered Confidential Information. Topline acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Topline acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Topline that may result in serious harm to the Client, Topline will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 24.2** Notwithstanding clause 24.1, privacy limitations will extend to Topline in respect of Cookies where the Client utilises Topline's website to make enquiries. Topline agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Topline when Topline sends an email to the Client, so Topline may collect and review that information ("collectively Personal Information").
- If the Client consents to Topline's use of Cookies on Topline's website and later wishes to withdraw that consent, the Client may manage and control Topline's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- 24.3** The Client agrees for Topline to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by Topline.
- 24.4** The Client agrees that Topline may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.
- 24.5** The Client consents to Topline being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.
- 24.6** The Client agrees that personal credit information provided may be used and retained by Topline for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Goods; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Goods.
- 24.7** Topline may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 24.8** The information given to the CRB may include:
- (a) Personal Information as outlined in 24.3 above;
 - (b) name of the credit provider and that Topline is a current credit provider to the Client;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults (provided Topline is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Topline has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of Topline, the Client has committed a serious credit infringement; or
 - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 24.9** The Client shall have the right to request (by e-mail) from Topline:
- (a) a copy of the Personal Information about the Client retained by Topline and the right to request that Topline correct any incorrect Personal Information; and
 - (b) that Topline does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 24.10** Topline will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 24.11** The Client can make a privacy complaint by contacting Topline via e-mail. Topline will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the

event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

25. Cancellation

- 25.1 Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions (**"the Breaching Party"**) the other party may suspend or terminate the supply of the Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
- 25.2 If Topline, due to reasons beyond Topline's reasonable control, is unable to deliver any Services to the Client, Topline may cancel any Contract to which these terms and conditions apply or cancel delivery of the Services at any time before the Services are delivered by giving written notice to the Client. On giving such notice Topline shall repay to the Client any money paid by the Client for the Services. Topline shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 25.3 The Client may cancel Delivery of the Services by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels delivery in accordance with this clause 25.3, the Client will not be liable for the payment of any costs of Topline, except where a deposit is payable in accordance with clause 9.2.

26. Service of Notices

- 26.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; or
 - (e) if sent by email to the other party's last known email address.
- 26.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

27. Trusts

- 27.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not Topline may have notice of the Trust, the Client covenants with Topline as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund;
 - (b) the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Client will not during the term of the Contract without consent in writing of Topline (Topline will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust fund or trust property.

28. General

- 28.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 28.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state and/or territory in which the Services were provided by Topline to the Client however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher court then jurisdiction will be subject to the Wyong Courts of New South Wales in which Topline has its principal place of business.
- 28.3 Topline may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
- 28.4 The Client cannot licence or assign without the written approval of Topline.
- 28.5 Topline may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Topline's Sub-Contractors without the authority of Topline.
- 28.6 The Client agrees that Topline may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Topline to provide Goods to the Client.
- 28.7 Where Topline is unable, wholly or in part, by reason of any fact, circumstance, matter or thing beyond the reasonable control of Topline, including but not limited to, any act of God, war, terrorism, strike, civil commotion, lock-out, general or partial stoppage, restraint of labour, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") to carry out any obligation under this Contract and Topline gives the Client prompt notice of such Force Majeure with

- reasonably full particulars thereof and, insofar as is known, the probable extent to which it will be unable to perform or be delayed in performing that obligation and uses all reasonable diligence to negate or remove that Force Majeure as quickly as possible, that obligation is suspended, so far as it is affected by Force Majeure, during the continuance thereof. The requirement that any Force Majeure shall be negated or removed with all reasonable diligence shall not require the settlement of strikes, lockouts or other labour disputes, or claims or demands by any government on terms contrary to the wishes of Topline. This clause does not apply to a failure by the Client to make a payment to Topline, once the parties agree that the Force Majeure event has ceased.
- 28.8 In the event that either party shall be rendered totally, or partially, unable to carry out their obligations under this Contract by reasons or causes beyond their reasonable control, that party shall be excused from performing their obligations during the continuance of any disability so caused, provided that the party concerned advises the other party in writing of its inability within seven (7) days after becoming aware of its inability to perform its obligations by reason of such cause.
- 28.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
- 28.10 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
- 28.11 If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.

PART II – STORAGE

29. Conditions of Storage

- 29.1 Topline will prepare an inventory of Goods received for storage and will ask the Client to sign that inventory. The Client will be provided with a copy of the inventory. If the Client signs the inventory or does not do so and fails to object to its accuracy within seven (7) days of receiving it from Topline, then the inventory will be conclusive evidence of the Goods received. The inventory will disclose only visible items and not any contents, unless the Client ask for the contents to be listed, in which case Topline will be entitled to make a reasonable additional charge.
- 29.2 Topline is authorised to remove the Goods from one warehouse and/or outdoor storage to another without cost to the Client. Topline will notify the Client of the removal and advise the address of the warehouse and/or outdoor storage to which the Goods are being removed not less than five (5) days before removal (except in emergency, when such notice will be given as soon as possible).
- 29.3 The Client is entitled upon giving Topline reasonable notice to inspect the Goods in storage, but a reasonable charge may be made by Topline for this Service.
- 29.4 Subject to payment for the balance of any fixed or minimum period of storage agreed the Client may require the Goods to be removed from storage at any time on giving Topline not less than five (5) working days' notice. If the Client gives Topline less than the required notice Topline will still use their best endeavours to meet the Client's requirements but shall be entitled to make a reasonable additional charge for the short notice.
- 29.5 The Client agrees to remove the goods from storage within twenty-eight (28) days of a written notice of requirement from Topline to do so. In default, Topline shall provide the Client with written notice of Topline's intention to SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty within one (1) month in ACT, fourteen (14) days in NSW, VIC, NT, WA and SA, and twenty-eight (28) days in QLD and TAS of such notice being issued, apply the net proceeds in satisfaction of any amount owing by the Client to Topline in accordance with the Mercantile Law Act 1962 (ACT), the Storage Liens Act 1935 (NSW), the Warehouseman's Liens Act 1958 Sect 7 (VIC), the Warehousemen's Liens Act 1969 (NT), the Warehouse Liens and Storage Act 1990 (SA), the Storage Liens Act 1973 (QLD), the Warehouseman's Liens Act 1952 (WA) and the Disposal of Uncollected Goods Act 2020 (TAS).

30. Expiry/Termination

- 30.1 Topline may cancel any contract to which these terms and conditions apply or cancel delivery of Goods, at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Topline shall repay to the Client any sums paid in respect of the fee. Topline shall not be liable for any loss or damage whatever arising from such cancellation.
- 30.2 In the event that the Client cancels the delivery of the provision of any Services then the Client shall be liable for any loss incurred by Topline (including, but not limited to, any loss of profits) up to the time of cancellation, or as a direct result of the cancellation.
- 30.3 The hire of the Storage Facility shall continue until the end of the term specified in the storage agreement, where such date is not specified, will continue on a periodic monthly basis, unless terminated by way of either party providing the other with thirty (30) days written notice. Topline shall be entitled to retain a portion of the deposit, if less than the requisite notice is given by the Client.
- 30.4 Upon expiry/termination, the Client must:
- (a) remove all Goods from the Storage Facility on the specified date; and
 - (b) pay any outstanding monies and any expenses on default, or other monies owed to Topline up to the date of termination, or clause 20 may apply.
- 30.5 In the event of illegal or environmentally harmful activities on the part of the Client, Topline may terminate this Contract without notice, and Topline may advise the Client that, unless the Client's Goods are removed (within seven (7) days of the date of such advice) the property of the Client shall be forfeited to Topline without payment or compensation. If the Client fails to comply with such notice, ownership of the Client's Goods in the Storage Facility shall immediately pass to Topline.

31. Access and Use of the Storage Facility

- 31.1 The Client shall be entitled to access and use Topline's storage facility during Business Days as agreed between Topline and the Client.
- 31.2 The Client shall not:

- (a) store or use the storage for any goods that are inflammable, hazardous, illegal, stolen, explosive, environmentally harmful, wet, perishable, dangerous or that are a risk to the property of any person;
 - (b) store any nuisance causing or odour emitting items;
 - (c) smoke in the storage facility;
 - (d) deposit litter on the premises;
 - (e) obstruct or interfere with the use of the storage facility by other clients;
 - (f) use the storage for any illegal or immoral purpose, or carry out any business activity at the storage facility; and
 - (g) carry out any alterations to the storage area, (including, but not limited to, attaching nails, screws, etc. to any part of the warehouse storage area) without Topline's prior written consent. In the event of damage to the storage area, Topline shall be entitled to retain the bond or deposit to the value of the repairs required.
- 31.3** In accordance with clause 31.4, any Goods that are flammable, hazardous and dangerous that the Client may need to store at the storage facility must be:
- (a) stored fitting to the type of Goods stored; and
 - (b)** approved by Topline by written consent.
- 31.4** The Client acknowledges and agrees to comply with all relevant laws, including Acts, Ordinances, Regulations, By-laws and Orders, as are or may be applicable to the use of the warehouse storage; this includes laws relating to the Goods which are stored, and the manner in which they are stored. The liability for any (and all), breach of such laws rests absolutely with the Client, and includes any (and all) costs resulting from such breach. If Topline has reason to believe that the Client is not complying with all relevant laws, Topline may take any action they believe to be necessary to so comply, including the action outlined in clauses 31.5 and 30, and/or immediately dispose of, or remove, the Goods at the Client's expense, and/or submit the Goods to the relevant authorities. The Client agrees that Topline may take such action at any time, even though Topline could have acted earlier.
- 31.5** Deliveries and removals from the warehouse and/or outdoor storage will not be permitted by any person other than the Client (and the Client's authorised persons as specified herein), unless the Client gives instruction to Topline.
- 31.6** The Client consents to inspection and entry of the warehouse and/or outdoor storage by Topline, provided that Topline gives the Client fourteen (14) days written notice. In the event of an emergency (that is where property, the environment or human life is, in Topline's opinion, threatened), Topline may enter the storage facility using all necessary force without the written consent of the Client; but Topline shall notify the Client as soon as practicable.