

## TERMS & CONDITIONS OF STORAGE

### 1. Definitions

"**You**" and "**Your**" means the person or company requesting Storage Services.

"**We**", "**Our**", "**Us**" and "**ScottsRL**" means Scott's Refrigerated Logistics and any business operated by Scott's Refrigerated Logistics and each of their employees and agents and Sub-contractors.

"**Carriage Services**" means the entire service We are requested to provide in relation to the Goods, including loading, carriage, unloading and storage incidental to the ordinary transit of the Goods.

"**Chain of Responsibility Laws**" means all chain of responsibility laws operating in Australia, as amended from time to time (including the HVNL) and any related codes of practice, standards, notices and directions issued by any relevant authority or industry body (including the National Heavy Vehicle Regulator and Transport for NSW) applicable in the jurisdiction or jurisdictions in which We have a base of operations or are operating a relevant vehicle in performance of its obligations under these Terms & Conditions.

"**Claim Form**" means Our current claim form (as amended from time to time) which is available upon request by You.

"**Dangerous Goods**" means any explosive, flammable or otherwise dangerous or damaging Goods.

"**Delivery Instruction**" means an instruction from You in the form deemed acceptable to us from time to time directing Us to make the Goods available for collection or deliver the Goods (or part thereof) to a specified address or a specified person or entity authorised by You to collect such Goods.

"**Force Majeure Event**" means an event limiting or delaying a party's performance of their obligations under these Terms & Conditions due to an act or event beyond their reasonable control including:

- (a) war, whether declared or not, revolution or act of sabotage, terrorism or public enemies, riot or civil commotion or disobedience;
- (b) any industrial action or dispute including strike, lockout, picket line, stoppage, go-slow or other industrial dispute;
- (c) an act of God or nature including fire, flood, storm, tempest, earthquake, volcanic eruptions, washaway, epidemic, pandemic or biological hazard; or
- (d) acts, directions, orders or requirements of any governmental authority including those related to the COVID-19 pandemic, failure or shortages of services such as power, electricity, gas, communications and connectivity, water and sewerage or access to facilities,

provided that:

- (e) such event was not caused by or within the control of the affected party; and
- (f) insufficiency or inability to obtain or pay funds for any reason cannot constitute a Force Majeure Event.

"**Goods**" means the goods for which We are requested to provide Storage Services and includes any packaging, container or pallet in or on which the goods are packed.

"**Heavy Vehicle National Law**" means the Heavy Vehicle National Law Act 2012 (Qld).

"**HVNL**" means the Heavy Vehicle National Law as it applies (with modifications) by law in each state and territory of the Commonwealth of Australia, together with any applicable regulations but in the case of:

- (a) in Western Australia, means the Road Traffic (Vehicles) Act 2012 (WA) and the Occupational Safety and Health Act 1984 (WA); and
- (b) in the Northern Territory means the Motor Vehicles Act 1949 (NT) and the Work Health and Safety (National Uniform Legislation) Act 2011 (NT).

"**Pallet Process Agreement**" means a document provided by Us to You setting out a pallet transfer and control process agreed by Us and You including but not limited to agreement to accept pallet transfers, imposition of transfer delay days and arrangements to avoid or resolve any matters We may encounter when transferring or



attempting to transfer pallets to a receiver, consignee or person or organisation located at the address given by You for delivery.

**"Proof of Delivery"** means such evidence that We deem acceptable from time to time to confirm Our delivery of the Goods.

**"Rate Table"** means Our current rate table (as amended from time to time) which is available upon request by You.

**"Scott's Refrigerated Logistics"** means Scott's Refrigerated Logistics Pty Ltd (ACN 009 180 983) atf the ScottsRL Unit Trust, Scott's Refrigerated Freightways Pty Ltd (ACN 162 034 326), Scott's Refrigerated Logistics (Qld) Pty Ltd (ACN 148 136 270) and their affiliates and subsidiaries.

**"Small Business"** means a business that employs less than 20 people, including casual employees employed on a regular and systematic basis.

**"Storage Services"** means the entire service We are requested to provide in relation to the storage of the Goods including but not limited to receiving, loading and unloading, restraining, handling, storing, picking, packing and maintaining Goods but not including Carriage Services.

**"Sub-contractor"** means any person or company We arrange to provide Carriage Services or Storage Services for the Goods and his/her/its employees, agents and sub-contractors.

**"Terms & Conditions"** means the current terms & conditions (as amended from time to time) published on Our website.

## 2. General

- a. We are not a common carrier and will not accept liability as such.
- b. Unless expressly stated otherwise, these Terms & Conditions comprise the entirety of the agreement between You and Us. These Terms & Conditions may only be varied by written agreement which is to be signed by a person authorised to do so on Our behalf and signed by a person authorised to do so on Your behalf.
- c. You agree to be bound by these Terms & Conditions and any express or implied condition, statement, or warranty, statutory or otherwise, not stated in these Terms & Conditions, is hereby excluded to the extent permitted by law.
- d. You acknowledge and agree that the Terms & Conditions may be amended by Us from time to time without notice. The current version of the Terms & Conditions will be published on Our website. Your subsequent request for Us to provide Storage Services will constitute Your acceptance of Our current Terms & Conditions.
- e. We reserve the right to vary the Rate Table from time to time, but any changes will not apply to You until We have provided reasonable notice to You. Your subsequent request for Us to provide Storage Services will constitute Your acceptance of Our current Rate Table.
- f. We are committed, as far as reasonably practicable, to ensuring the safe performance of the packing, loading, unloading and restraining processes associated with our Storage Services in accordance with all applicable Chain of Responsibility Laws and expect and require You and Your representatives to also commit to taking all reasonably practicable steps to ensure safety and compliance with law.

## 3. Our Rights & Obligations

- a. We reserve the right to accept or refuse to provide Storage Services to You at Our sole and absolute discretion, without giving any reason for so doing.
- b. Subject at all times to the application of these Terms & Conditions, We will provide Storage Services with respect to the Goods as noted on the relevant request form or otherwise agreed in writing.
- c. We are entitled to inspect the Goods at any time in order to determine either their nature or condition or to determine their ownership and We are entitled, for those purposes, to open any document, wrapping package or other container in which the Goods are placed or carried.
- d. We may in Our absolute discretion engage a Sub-contractor to perform all or part of the Storage Services.

Scott's Refrigerated Logistics Pty. Ltd  
ACN 009 180 983  
atf the ScottsRL Unit Trust  
ABN 72 730 876 913

Scott's Refrigerated Freightways Pty. Ltd  
ACN 162 034 326  
ABN 41 162 034 326

Scott's Refrigerated Logistics (Qld) Pty. Ltd  
ACN 148 136 270  
ABN 18 148 136 270

- e. If You request us to store the Goods at a particular temperature, We reserve the right in Our absolute discretion to accept such request. If We agree to store the Goods at the requested temperature, We will make reasonable efforts to maintain the temperature of the Goods at that temperature but We will not be liable for any failure to maintain the Goods at the requested temperature.
- f. By agreeing to the Conditions of Storage, You agree that You will enter into a Pallet Process Agreement.
- g. We are entitled to Our fees and charges for the Storage Services as soon as the Goods are collected, received or commissioned to us for Storage Services. We may issue You an invoice for the Storage Services at any time including but not limited to at the time the Goods are, received or commissioned to Us, after the Goods are collected by Us or after the Storage Services are completed by Us. You agree to pay all charges for the Storage Services in full within fourteen (14) days of the date the invoice is issued by Us.
- h. Each invoice for Storage Services must be paid in full without reference to and despite any defect or default in any other Storage Services We provide.
- i. You agree that We may charge by weight, measurement or value, pallet position, handling or suchlike and other associated services as requested to provide in accordance with the Rate Table and may reweigh, remeasure or revalue Goods at any time and charge an additional proportional amount if previously under charged.
- j. You agree that when the Goods are accepted by Us for Storage Services, the Goods are subject to both a storer's lien and general lien to Our benefit as security for payment of any money owed by You to Us. You acknowledge that We may but are not obliged to register such liens on the Personal Properties Securities Register.
- k. Without limitation to any other remedies available to Us, if You or any of Your representatives, employees or agents breach any of these Terms & Conditions, We shall be entitled to:
  - i. immediately stop providing the Storage Services;
  - ii. request immediate collection by You of the Goods; and/or
  - iii. remove and dispose of the Goods at Your sole expense.
- l. We reserve the right to not comply with any directive or instruction by You or Your representatives that may result or contribute to a breach of the HVNL or any other law or prevent us from taking all reasonably practicable steps to prevent any breach of the HVNL or any other law or to otherwise comply our duties of care under the HVNL or any other law.

#### **4. You Warrant That:**

- a. You are either the owner or the authorised agent of the owner of the Goods and by entering into this agreement You do so on Your own behalf and for all others on whose behalf You are acting.
- b. In the loading, unloading and restraint of Goods, You agree that You will comply with all applicable laws (including the Chain of Responsibility Laws).
- c. You have properly described the nature, size and weight of the Goods and correctly noted the number of items and accurately labelled the Goods.
- d. You will not request storage of Dangerous Goods or damaged Goods without providing a full description of the Goods.
- e. You authorise any deviation or variation from the usual method of Storage Services which We may consider at our absolute discretion to be reasonable or necessary.
- f. You agree that any impact or delay on the performance of the Storage Services due to a Force Majeure Event or otherwise will not entitle You to take any action against Us or to seek any recovery from Us.
- g. You agree that if You fail to pay any moneys (including but not limited to Our charges for Storage Services) on the payment terms extended to You, We will be entitled to at Our sole discretion to exercise a lien over the Goods and detain or sell all or any of the Goods which are in Our possession and retain from the sale proceeds the amount of Our unpaid charges and all costs of the detention and sale.
- h. You acknowledge that We have made no warranty to You and You have not relied on any representation or warranty made by Us in relation to the Storage Services except as specifically provided in these Terms & Conditions.
- i. You agree that We have relied on the details provided to Us of the description, items, number of pallets, quantity, value and measurement of the Goods received into cold storage but We do not admit their accuracy, nor the condition of the Goods when received.
- j. You agree that if Goods are tallied by Us on receipt into cold storage or when made available for delivery from cold storage, that tally will be conclusive evidence of the quantity of Goods received and made available for collection.
- k. You are not a Small Business.

- i. You will comply with Our reasonable directions, all applicable Laws and Our policies.

**5. Liability, Insurance and Indemnity**

- a. You acknowledge that despite all reasonable care and intention on the part of Us, damage or loss of Goods can sometimes occur through Us providing Storage Services.
- b. We shall not be liable in tort or in contract or otherwise howsoever for:
- i. any loss, damage, cost or expense incurred as a result of non-collection, missed-collection, non-delivery or missed-delivery of the Goods or any part thereof
  - ii. any loss, damage, cost or expense incurred as a result of collection or delay in the delivery of the Goods or any part thereof;
  - iii. any loss, damage, cost or expense incurred as a result of damage to the Goods or any part thereof;
  - iv. any loss, damage, cost or expense incurred as a result of Us not being able to inspect the Goods at the point of collection;
  - v. any injury, damage or loss suffered or caused by or contributed to by chilling, freezing or storage of the Goods, or being stored at incorrect temperatures, or sweating, evaporation, leakage, breakage, shrinkage, deterioration, fermentation, wasting, decay, putrefaction, contamination, vermin, Force Majeure Event, storms, natural disaster, tempest, flood, fire, water, loss of power, industrial action, strikes, lockouts, shortage of labour, defects in or breakdown of plant machinery or premises or proximity to or contact with any other goods stored by Us;
  - vi. any variations in temperature or any other damage caused by any combination of the above circumstances; or any other loss or damage suffered by You or any third person, howsoever caused or arising;
  - vii. any loss, damage, cost or expense incurred as a result of any non-compliance with a Delivery Instruction; and
  - viii. any loss, damage, cost or expense incurred after movement and/or transit or storage has ceased,

except in so far as such loss or damage is solely caused directly by Our misconduct, negligence or a breach of these Terms & Conditions.

- c. If We incur liability under sub-clause 5b, Our liability shall not exceed the manufactured cost of the Goods reduced by the amount or to the extent caused or contributed to by Your misconduct, negligence or breach of these Terms & Conditions. You must mitigate any loss, damage, cost or expense incurred in relation to the Goods or Storage Services including but not limited to taking reasonable steps to salvage any Goods. In the event that there are any obligations imposed on Us by any relevant legislation or rights are conferred upon You or any other person by that legislation, which cannot be excluded, restricted or modified then the provisions of clause 5b shall be read subject to those obligations or rights provided that You expressly limit its liability under any such relevant legislation to the maximum extent permitted by law.
- d. You shall indemnify Us and hold Us harmless from and against:
- i. all claims, entitlements, suits, causes of action, debts, dues, damages, expenses, demands, consequences, loss or injury arising out of:
    1. any error, omission, misstatement or misrepresentation by You or any other owner of the Goods;
    2. insufficient or improper packaging, labelling or addressing of the Goods;
    3. fraud;
    4. Your failure to comply with any laws, rules, standards or regulations applicable in relation to the Goods;
    5. Your failure to comply with the Chain of Responsibility Laws;
    6. Your failure to notify Us of any facts or circumstances which come to Your attention which may give rise to a breach of any laws including but not limited to the Chain of Responsibility Laws in connection with the Storage Services;
    7. Your failure to notify Us of any potential liabilities or dangers associated with the Goods;
    8. any act, omission, negligence, recklessness by You or any of Your representatives, employees or agents; and
    9. any breach by You or any of Your representatives, employees or agents of these Terms & Conditions;
  - ii. all claims, entitlements, suits, causes of action, debts, dues, damages, expenses, demands, consequences, loss or injury whatsoever by whoever made in excess of Our liability under these Terms &

- Conditions or arising out of Our engagement of a Sub-contractor;
- iii. all entitlements, suits, causes of action, debts, dues, damages, expenses, demands, consequences, loss or injury suffered by and claims made against Us in consequence of loss of or damage to property caused by or arising out of Us providing Storage Services in respect of Dangerous Goods whether or not such Goods are or were declared by You as Dangerous Goods; and
  - iv. all customs duty, excise duty and costs which We become liable to pay or which are payable in respect of any Goods.
- e. Notwithstanding any provisions of clause 5b, no claim for loss or damage whatsoever can be made against Us unless You have provided Us with written notification of any circumstance that might give rise to a claim within 48 hours of the occurrence, and submitted to Us a written account of the incident on an official claim form within seven (7) days after the incident. An official claim form is available from [nationalcustomersupport@scottsr.com.au](mailto:nationalcustomersupport@scottsr.com.au)
  - f. For the avoidance of doubt, You are not entitled to withhold payment or apply a set-off, counterclaim, deduction or withholding in respect of any claimed amount, disputed amount or disputed invoice.
  - g. You acknowledge and agree that We will not arrange insurance cover for the Goods and You agree that You will take out and maintain appropriate insurance in respect of the Goods.
  - h. Any legal proceedings must be commenced against Us within six (6) months of the date of the completion of the Storage Services or the date upon which the Storage Services should have been completed, (whichever comes first) failing which We are discharged from any liability.

## **6. Pallets**

- a. We will not accept transfer to our CHEP or Loscam pallet accounts of wooden pallets or any other pooled or hired equipment used for storage or carriage of the Goods unless there is agreement between Us and You and such agreement is documented in the Pallet Process Agreement. We will not be liable for any costs, loss or damage caused by or incurred by You arising from Your failure to comply with the Pallet Process Agreement.
- b. We will not provide empty pallets in exchange on receipt of or delivery of Goods to Us or accept empty pallets in exchange on collection of Goods from Us whether by You or any carrier, consignee, receiver or organisation appointed by you to do so, unless expressly agreed and documented in the Pallet Process Agreement.

## **7. Governing Law**

- a. These Terms & Conditions and any contract incorporating these Terms & Conditions made by Us shall be governed by and construed in accordance with the law of the state of New South Wales irrespective of where the contract is made or is deemed to be made.
- b. Any action including, without limitation, summons, application, statement of claim, statutory demand or other legal process in respect of any matter or thing against Us shall be instituted and carried on only in the appropriate court in the state of New South Wales.

## **8. Conditions to have full force in all circumstances**

All rights, immunities and limitations of liability in these Terms & Conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of contract or of any of these Terms & Conditions by Us.

## **9. Severability**

Each and every right, immunity, limitation of liability, covenant, obligation and restriction and each and every part thereof contained in these Terms & Conditions shall be deemed to be severable and an independent right, immunity, limitation of liability, covenant, obligation and restriction. If the provisions or part of any provision in these Terms & Conditions is held by a Court of competent jurisdiction to be void, invalid or otherwise unenforceable, then such provision or part thereof shall be deemed eliminated or modified to the extent which, in the Court's opinion, it is necessary to make the remainder of the clause enforceable.



## 10. Consumer Legislation

To the extent that any Law granting unfair contract terms protections to consumers or Small Business applies to these Terms & Conditions, if:

- a. such Law would otherwise make a provision of these Terms & Conditions illegal, void or unenforceable; or
- b. a provision of these Terms & Conditions would otherwise contravene a requirement of such Law or impose an obligation or liability which is prohibited by such Law,

the Terms & Conditions are to be read as if that provision were varied to the extent necessary to comply with such Law or, if necessary omitted.



## Pallet Process Agreement – Storage

Between (INSERT ENTITY) trading as Scott's Refrigerated Logistics (ScottsRL)

And

(Insert Customer Name and ABN)

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ScottsRL accepts transfers of CHEP and Loscam standard wooden pallets, provided pallets are subsequently transferable by ScottsRL to a receiver with an active pallet account. Wooden pallets that are not transferrable to another carrier or receiver will not be accepted onto a ScottsRL pallet account. Any such transfers made to ScottsRL will be rejected.

All pallet transfers on CHEP equipment will automatically have an electronic delay added to them by CHEP; this is a standard 30 days (unless agreed otherwise). All Loscam transfers must have an effective date of 30 days from the date of receipt into the warehouse; any docket transfer not adhering to this will be corrected.

No other pooled hire equipment or containers used for the storage or carriage of goods will be accepted on to any ScottsRL pallet or other equipment account. Any such transfers will be rejected outright and ScottsRL will not take responsibility for any hire or other cost incurred by the customer. When placing an Inbound Stock Notification or booking for storage involving such equipment, the equipment type must be shown as "Other".

When dispatching from a ScottsRL warehouse the Outbound Stock Request or booking for the release of freight must provide details of the collecting carrier including their pallet account number. Should the collecting carrier reject the relevant transfer by ScottsRL, pallets in question will be transferred back to You. If You do not have a valid pallet account with CHEP or Loscam, a Pallet Loss Fee will apply. Pallets will not be transferred to subcontracted carriers of the booked carrier or directly to the end receiver.

Where Your freight is palletised for storage from unload of import containers and pallets cannot subsequently be transferred by ScottsRL to a nominated collecting carrier, pallets in question will be transferred to You. If You do not have a valid pallet account with CHEP or Loscam, a Pallet Loss Fee will apply.

Transfers to ScottsRL not processed to CHEP or Loscam within 90 days of despatch date will only be accepted or corrected onto a ScottsRL pallet account with a new movement date representing the date of invoice from CHEP or Loscam.

Transfers onto ScottsRL not processed within 180 days of despatch date will only be investigated where the signed pallet docket and relevant paperwork can be provided (ie Inbound or Outbound stock notification, Order for Transport, job number or consignment number). Items must be listed in the standard ScottsRL Pallet Claim Form that will be provided on request.

Transfers rejected by ScottsRL must be queried within 90 days of rejection or correction. Failure to do so will result in any reinstatements being effective as at the date of the query. Any correction or rejection not queried within 180 days will not be investigated.

ScottsRL will not provide empty pallets in exchange on acceptance of or delivery of freight into a warehouse.

ScottsRL will not accept empty pallets in exchange on despatch, collection or delivery of freight from a warehouse. Pallets transferred to ScottsRL that are not subsequently transferrable by ScottsRL to a nominated collecting carrier due to that party not having an active pallet account with CHEP or Loscam will be transferred back to You. If You do not have an active pallet account with CHEP or Loscam, a Pallet Loss Fee will apply.

The customer agrees that ScottsRL has the authority to amend a transfer quantity and equipment type if such is deemed incorrectly recorded on arrival at a ScottsRL site or a receiving delivery point.

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ACN 009 180 983  
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ABN 41 162 034 326

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ACN 148 136 270  
ABN 18 148 136 270



This agreement relates to all pallets collected on Your behalf. All other sending sites (storage warehouses, etc.) whereby freight is collected on behalf of You are also required to comply with this agreement and it is the responsibility of You to advise such parties of this agreement and ensure their compliance with it.

The contact email for any pallet related matter or query is [palletcontrol@scottsr.com.au](mailto:palletcontrol@scottsr.com.au)

**By signing this agreement you agree to the process set out above.**

\_\_\_\_\_  
Customer Representative Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**Customer Pallet Control Contact Details**

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email address

**Scott's Refrigerated Logistics Pallet Account Numbers**

<b>CHEP</b>	<b>Loscam</b>
NSW Cold Storage 4000340572	NSW Cold Storage 208937
VIC Cold Storage 4000340571	VIC Cold Storage 303089
QLD Cold Storage 4000340573	QLD Cold Storage 403411
SA Cold Storage 4000340570	SA Cold Storage 503936
WA Transport & Storage 4000159655	WA Transport & Storage 202900

**Customer Pallet Account Numbers**

<b>CHEP</b>	<b>Loscam</b>