

## DELIVERY ORDER TERMS AND CONDITIONS

### Clause 1:-

#### Definitions

In this Agreement the following terms have the following meanings:

- (a) "Agreement" means this Delivery Order and Equipment Handover Agreement.
- (b) "merchant" - includes the shipper, holder, consignee, freight forwarder, receiver of the goods, any person owning or entitled to the possession of the goods or of this Agreement and anyone acting on behalf of such persons and where the context so requires means those persons jointly and severally.
- (c) "equipment" - includes any container, trailer, transportable tank, seafreighters, flat, pallet, collapsible or any similar article of transport used to consolidate and transport goods, together with any accessories thereto.
- (d) "owner" - means ANL Container Line Pty Limited:
- (i) acting as principal on its own behalf, its servants, agents and subcontractors and their respective servants and agents; or
- (ii) as agents for and on behalf of any principal and such principal's servants, agents and sub-contractors together with their respective servants and agents.
- (e) "goods" - means the articles or other cargo (including any live animals or any equipment not supplied by or on behalf of the owner) received by the owner for transportation or delivery or both by the owner after transportation, being the articles or other cargo in respect of which this Agreement is issued.
- (f) "haulier" - means any person who receives equipment or any company which by its servants, agents or contractors receives equipment from owner for and on behalf of merchant for transportation or delivery of goods and equipment to merchant.
- (g) "carrier" or "principal" is the party defined as "Carrier" under the Bill of Lading issued in respect of the goods.

### Clause 2:-

The haulier signing this Agreement for and on behalf of the merchant warrants to the owner that he is duly authorised by the merchant to sign this Agreement and receive the equipment specified on the front of this Agreement on the merchant's behalf. The haulier signing this Agreement agrees to indemnify the owner for any loss or damage caused by or resulting from any breach of this warranty.

### Clause 3:-

The equipment and accessories specified on the front of this Agreement is loaned by the owner to the merchant in accordance with and subject to any or all of the following

- (a) these terms and conditions.
- (b) the terms and conditions of the owner's Bill of Lading or any other document representing a contract of carriage.
- (c) the owner's Applicable Tariff Rules and Conditions, copies of which are obtainable from the owner or its agents upon request. Particular attention is drawn to the terms therein relating to container hire and charges payable by any merchant.
- (d) payment by the merchant to the owner of hire charges as set out in the Remarks Box on the front of this Agreement.
- (e) The merchant irrevocably authorises the carrier to enter upon any property owned or occupied by the merchant for the purpose of recovering any equipment leased or licensed to the merchant by the carrier.

### Clause 4:-

The terms and conditions contained herein shall be severable and if any part or term shall be held invalid such holding shall not affect the validity or enforceability of any other part or term of this Agreement.

### Clause 5:-

The merchant agrees that:

- (a) equipment specified on front of this Agreement was received by haulier on merchant's behalf on date and at time of receipt specified on front of this Agreement.
- (b) at the time of receipt of the equipment specified on the front by the haulier on the merchant's behalf, that the said equipment was in good order and condition in all respects save as otherwise expressly stated in the Notice of Damage to Container report attached (if damage reported).

### Clause 6:-

The merchant shall:

- (a) use equipment specified on front of this Agreement only for sole purpose of transporting goods or other articles of cargo which he owns or has in his custody or control.
- (b) ensure that equipment is used only for carriage of goods booked with owner.
- (c) ensure that equipment is re-delivered to owner at Place of Re-delivery by Return Date specified on front of this Agreement. Should the equipment not be re-delivered to correct Place of Re-delivery, then the merchant agrees to reimburse owner of any costs involved in re-positioning equipment to owner's desired location.
- (d) Comply with the provisions of all statutes and all applicable regulations and rules and also all directions given by the owner or its servants or agents in relation to the equipment and the use thereof.
- (e) ensure that the equipment from which goods have been unpacked is left in a clean and cargo-worthy condition (including the removal of labels) to the satisfaction of the owner. The merchant will reimburse the owner for any cleaning costs and other expenses whatsoever incurred by the owner in cleaning the equipment due to the failure of the merchant to so clean the equipment to the satisfaction of the owner. In the case of a tank in which dangerous or inflammable goods have been carried, the term clean and cargo-worthy means that the tank is not only clean but gas free and certified gas free at the merchant's expense before the tank is returned to the owner. The owner has the right to inspect all equipment including any tank before taking delivery from the merchant. Open topped containers must be returned with tarpaulins, roof bows and lanyards correctly fitted.

(f) neither sell, lend or otherwise deal with or part with possession of any equipment or deface, obliterate or cover up any brand or mark thereon which denotes that it is the property of the owner.

- (g) ensure and is responsible for ensuring that equipment collected from the owner, whether such equipment is empty or loaded with goods, is free of loss or damage. Equipment noted as having incurred loss or damage at time of collection be detailed in appropriate space provided for on front hereof. A failure to do so will deem an acceptance of equipment as free from loss or damage and in a cargo-worthy condition.
- (h) indemnify the owner for the full cost of repairs to any equipment, which is returned to the owner in a damaged condition. Any loss, damage or deficiencies found to exist at the date and time of return, save only loss, damage or deficiencies expressly noted in the Detail of Damage set out on the front of this Agreement shall be deemed conclusively to have occurred or arisen after receipt of the equipment by or on behalf of the merchant and the merchant is responsible
- (i) notify, in writing, the owner if any equipment is lost or the merchant is otherwise unable to return the equipment. Upon giving the owner such written notice the merchant shall pay to the owner: (a) all hire and other charges due in respect of the equipment accrued to the date upon which the owner receives the said written notice; and (b) the full replacement value (which terms shall include any government duties, taxes and levies payable) of the equipment which is lost or which the merchant is otherwise unable to return, such value to be calculated as at the date and time of receipt of the said equipment. For the avoidance of doubt all hire and other charges payable in respect of the equipment will continue to accrue until either the equipment is re-delivered to the owner or the owner receives written notice pursuant to this sub-clause that the equipment is lost or the merchant is otherwise unable to return the equipment to the owner.
- (j) provide full and detailed information as the haulier may require to satisfy himself that the equipment or load is safe within standard dimensions for carriage and that the carriage of the equipment as loaded by the merchant would not infringe any statutory provisions or regulations for the time being.
- (k) warrant that before signing this Agreement they have satisfied themselves that the equipment is suitable for the purpose for which it is required.

### Clause 7:-

The owner shall be under no liability whatsoever in event of any loss of life, personal injury, loss, delay, detention or damage of or to equipment or of goods directly or indirectly caused by manner in which goods have been packed or stowed (or both) on or in equipment or by unsuitability of goods for carriage by equipment or by unsuitability of equipment or the closing and sealing thereof whether arising directly or indirectly through the negligence of the owner.

### Clause 8:-

The merchant shall indemnify owner against losses, damages, expenses, liabilities, penalties and fines which owner may suffer directly or indirectly or liability to any person which owner may incur on account of death or personal injury to any persons, or loss, delay, detention, or damage of or to any property due directly or indirectly to manner in which goods have been packed on or in equipment or due directly or indirectly to unsuitability of equipment or closing and sealing thereof whether arising directly or indirectly through the negligence of owner.

### Clause 9:-

When the merchant's vehicle or the haulier's vehicle is used to transport the equipment, the merchant undertakes that it is suitable for the weight, size and other characteristics of the load and the equipment involved and where the equipment involved is a container shall ensure that:-(a) the container is supported only as stated or as otherwise approved by owner.

- (i) 20' & 40' ISO type containers to be supported on 4 bottom corner castings only.
- (ii) 4'5" and 16'8" flats are to be supported at the bottom corner castings or elsewhere uniformly throughout the length and breadth of the flats.
- (b) no part of the carrying vehicle or damage may come in contact with the underframe of the container except with the approval of the owner.
- (c) the container must be secured to the carrying vehicle by twist locks, side clamps or other similar devices attached to the bottom corner castings of the container and such securing devices must be integral parts of the carrying vehicle and be of a design approved by the owner.
- (d) the container shall not be removed from a carrying vehicle at the Place of Receipt or Place of Return except with prior approval of the owner and then only in a manner approved by the owner. The carrying vehicle must be physically capable of supporting the load to be carried in the manner described.
- (e) containers supplied by owner must not be used except for carriage of cargo booked by owner.

### Clause 10:-

The merchant is liable to indemnify the owner against:

- (a) any temperature maintenance charges which accrue after the expiry of the normal free period; and
- (b) any costs incurred for customs inspection.

### Clause 11:-

#### IMPORTANT NOTICE TO CONSIGNEE/RECEIVERS Terminal Storage Charges

The consignee/receiver agrees to pay applicable storage charges to terminal operator at whose terminal containers subject of this delivery order are stored beyond free storage period as notified and at rates levied by terminal operator in accordance with the published schedule, copies of which are available upon request from that operator.