

# TERMS OF TRADE



## DEFINITIONS

**"ZDL"** means Zero Degrees Logistics, its successors, agents, contractors and assigns or/ any person acting on behalf and with the authority of Zero Degrees Logistics.

**"Client" "Company"** means person/s ordering the works as specified in any invoice, document or order or any person acting on behalf and with the authority of the Client.

**"Services"** means the provisions of brokering carriage and delivery of goods requested by the Client.

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- The Client agrees to engage ZDL to provide services to the Client in accordance with these Terms of Trade.
- The Client is taken to have exclusively accepted and is immediately bound, directly and severally by these Terms of Trade if the Client places an order (including online through ZDL booking system) for any services to ZDL.
- The Client shall give ZDL no less than fourteen (14) days prior written notice of any proposed change of ownership or legal status of the Client and/or any other change in Client's details (including but not limited to change in the Client's name, address, contact phone or fax number or business practice). The Client shall be liable for any loss incurred by ZDL as a result of the Client's failure to comply with this clause.
- For the purposes of supply services under these Terms of Trade ZDL is not a common carrier or liable to accept any goods of freight. ZDL reserves the right to refuse carriage of goods of any class of goods for the Client at its discretion.
- The Client authorizes ZDL to adopt any method of carriage at its own discretion, unless otherwise agreed to in writing between the parties.
- The Client expressly warrants to ZDL that the Client is either the owner or the authorized agent of the owner of any goods that are the subject matter of this Contract and that by entering into this Contract the Client accepts these Terms of Trade for the owner as well as for all other persons on whose behalf the Client is acting and indemnifies ZDL from and against any claims arising out of or in connection with a breach of this warranty.
- The Client warrants that except as shown in any accompanying certification the goods to be delivered do not contain any explosive or volatile spirits or other cargo of a dangerous, infallible, or offensive nature or cargo of which the carriage of which would be illegal or prohibited by any law or regulation of any State, Territory or the Commonwealth due to its nature, packaging or labelling. The Client indemnifies ZDL in respect of ZDL's liability for death, bodily injury, loss and/or damage and against any loss or damage of ZDL occurring wholly or partially as a result of or arising out of the Client's failure to comply with this warranty. The Client is taken to have exclusively accepted and is immediately bound, directly and severally by these Terms of Trade if the Client places an order (including online through ZDL booking system) for any services to ZDL.

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- ZDL shall not be liable in tort, contract, ailment or otherwise for any loss of/or damage to the goods (including, but not limited to damage, concealed damage, deterioration, contamination and evaporation) or delay in collection/delivery of the goods or missed delivery or failure to deliver the goods for any reason whatsoever, arising out of or in connection with negligence or breach of contract or willful act or default of the Client and/or carrier engaged by ZDL and this clause shall apply to all, and the consequences of all such loss, damage, delay, loss of earnings, compensation or missed delivery whether or not the same occurs in the course of performance by or on behalf of the carrier/agent or ZDL. The Client shall be responsible for their own insurance. For the purposes of supply services under these Terms of Trade ZDL is not a common carrier or liable to accept any goods of freight. ZDL reserves the right to refuse carriage of goods of any class of goods for the Client at its discretion.
- All rights, immunities, indemnities, and limitations of liability granted to ZDL in these Terms of Trade shall continue to have their full force and effect notwithstanding any fundamental or other breach of these Terms of Trade or any of its terms and conditions by ZDL or any other person entitled to the benefit of such provisions.
- Price of insurance does not form part of ZDL's rates. It is the Client's sole responsibility to obtain relevant and applicable insurance for any risk arising out of or in connection with services provided by ZDL and/or carriage and delivery of goods. Unless otherwise agreed to in writing by the parties. The Client acknowledges ZDL's recommendation that the Client fully insure the goods and all related risks
- Fuel charges are in addition to ZDL fees and rates quoted and will be paid by the Client.
- If any of the goods are subject to the control of customs, laws, or government regulations, all such duties, excise duty, costs, charges or expenses, arising out of or in connection with such customs, laws or regulations, including costs of compliance, is in addition to ZDL fees and rates quoted and is not the liability of ZDL and will be paid by the Client.
- Rates quoted a valid for a period of 1 month on the date of this contract and may be varied by ZDL by giving the Client 30 days' notice in writing. After which time Clients continued use ZDL services shall be deemed acceptance of the new rates.

### RATES & FEES

- ZDL's rates and schedule of fees is annexed to these Terms of Trade. These rates and fees constitute confidential information belonging to ZDL and may not be disclosed without its consent to any third parties.
- The rates quoted are exclusive of ZDL, any government taxes or carrier surcharges or levies that may be imposed or become payable.

### INVOICING TERMS

- The Client must pay ZDL within 14 days of rendering an invoice.
- If the Client fails to pay ZDL in respect of any invoice issued following reasonable demand ZDL may detain and sell all or any of the goods of the Client which are in its possession, and out of monies arising from the sale retain outstanding invoices and all costs and expenses of the detention of sale but must render the surplus, if any, of the monies arising from the sale of and such of the Goods as remain unsold to the Client. Any such sale shall not prejudice or affect charges due or payable in respect of such service or said detention and sale.



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- (a) For the purpose of clause 17 and for securing payment of the charges to ZDL under these Terms of Trade, the Client grants a security interest in the Goods to the ZDL. "Security interest" has the same meaning as defined in section 12(1) of the Personal Property Securities Act 2009 (Cth) (PPSA).
- (b) To the extent that ZDL has any security interest arising under or in connection with these Terms of Trade, if requested by ZDL, the Client must (at its expense) provide all assistance and information to enable ZDL to register the security interest and to ensure that it is fully effective, perfected, and enforceable with the priority required by ZDL. In the event of any default under these Terms by the Client, in addition to any rights of the Carrier under these terms, the Carrier may exercise any and all of its enforcement rights under the PPSA.
- (c) To the extent permitted by law, the Client agrees:
  - That ZDL may register a financing statement on the Personal Property Securities Register under the PPSA against the Client.
  - Not to change its name, address for service, contact details or any other of its data used to register a financing statement without notifying ZDL in writing of its intentions at least 10 business days prior to doing so; and;
  - To waive its rights to receive any notice, statement, or information under any provision of the PPSA.

## CANCELLATION

- Where the Client seeks to cancel an Order placed with and accepted by ZDL, the Client agrees to pay a cancellation fee as set out in ZDL schedule of fees and rates; being the amount deemed to cover ZDL's reasonable expenses arising out of or in connection with the cancellation.

## CREDIT ACCOUNT TERMS

- All clauses apply to any credit account application submitted to ZDL by the Client, in addition to the Terms of Trade set out in this document.
- ZDL may in its absolute discretion accept or reject a Credit Account application from a client. The Client agrees it is not entitled to and until it receives notice in writing from ZDL that credit has been approved and the maximum amount of credit approved ("credit limit"). Until the Client receives such written notice, any services provided will require payment in accordance with Terms of Payment set out in these Terms and Conditions.
- Where ZDL has accepted the Client's Credit Account application and the Client requested services from ZDL time for payment shall be within fourteen (14) days of the date of the invoice issued.
- ZDL may at any time and in its absolute discretion, vary or terminate any credit granted to the Client upon written notice to the Client.



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- The Client agrees that the credit limit is a maximum limit. The Client is required to always ensure that the aggregate amount of all outstanding invoices issued by ZDL to the Client is less than the credit limit. Without prejudice to any other remedies, ZDL may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these Terms and Conditions ZDL may reduce, suspend, or terminate any credit granted to the Client upon written notice. If credit is terminated, all money payable by the Client to ZDL becomes immediately due and payable. Where the Client completes a further Credit Account application, that application will not be in derogation of but in addition to any previous Credit Account Terms existing, except as notified by ZDL in writing. ZDL will not be liable to the client for any loss or damage the Client suffers because ZDL has exercised its rights under the Clause.

## SEVERANCE

- If any provision or part of any provision of these Terms of Trade is unenforceable that unenforceable provision (or part thereof) will be severed from these Terms of Trade and will not affect any other part of this contract.

## JURISDICTION

- These conditions are governed by the laws of NSW and any proceedings against ZDL must be brought in that state only.

## AUSTRALIAN CONSUMER LAWS

- These Terms of Trade shall be having regard to the provisions of the Australian Consumer Law (set out in Schedule 2 of the Competition and Consumer Act 2010) to the extent that those provisions are applicable to Consumer as defined under Section 3 of the Schedule. This Contract does not have the effect of excluding or shifting or modifying rights under the Australian Consumer Law which cannot be excluded, restricted, or modified by Agreement.
- Liability of the ZDL arising out of any one incident, for breach of a warranty implied into this Contract by the Australian Consumer Law; is limited to the following as determined by ZDL:
  - (a) The supplying of the service again; or
  - (b) The payment of the cost of having the services supplied again.

