

TRANSPORT / CARTAGE AGREEMENT

PARTIES

ABN of (“Principal”)

and

ABN of (“Cartage Contractor”)

BACKGROUND

- A. The Principal wishes to obtain the Cartage Services.
- B. The Principal agrees to engage the Cartage Contractor to provide the Cartage Services to the Principal, and the Cartage Contractor agrees to provide the Cartage Services to the Principal, in accordance with the terms of this Agreement.

AGREEMENT

1. Definitions and Interpretation

1.1 In this Agreement:

“**Approvals**” means all approvals, authorisations, permits, consents, determinations and licences which are issued, or required to be issued, by any Authority to permit the full and proper performance of the Cartage Contractor’s obligations under this Agreement;

“**Authority**” means any government or governmental, semi-governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, statutory corporation, instrumentality or entity;

“**Business Day**” means a day which is not a Saturday, Sunday or public holiday in the location of the Principal’s address set out in this Agreement;

“**Cartage Services**” means supply and do all things necessary or incidental for the cartage of Goods from the Collection Sites to the Delivery Sites in accordance with the Principal’s Orders and the terms of this Agreement;

“**Chain of Responsibility**” means any and all matters relating to:

- (a) driver fatigue including but not limited to driver hours;
- (b) vehicle mass and dimension;
- (c) load securing;
- (d) speed;
- (e) dangerous goods;
- (f) chain of responsibility; and/or
- (g) any other matters relating to the safe operation of vehicles;

“**Change of Control**” means a change in:

- (a) control of the composition of the board of directors of a corporation;
- (b) control of more than half the voting rights attaching to shares in a corporation;
- (c) control of more than half the issued shares of a corporation (excluding any share which carries no right to participate beyond a specified amount in the distribution of either profit or capital); or
- (d) control as defined in the Corporations Act 2001 (Cth);

“Claim” means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;

“Collection Sites” means the collection sites set out in Schedule 2;

“Commencement Date” means the date set out in item **Error! Reference source not found.** of Schedule 1;

“Confidential Information” means any:

- (a) information, whether in visual, oral, documentary, electronic, machine-readable, tangible, intangible or any other form, relating to the Principal or any Related Entity of the Principal including but not limited to any specifications, formulae, know how, concepts, inventions, ideas, software, designs, copyright, trade secrets or any information relating to any business, products, markets, operations, processes, techniques, technology, forecasts, strategies or any other matter;
- (b) any information created, produced or developed by the Cartage Contractor or any member of the Cartage Contractor’s Personnel in the course of or as a result of the Cartage Contractor providing the Cartage Services;
- (c) negotiations in relation to, and the terms of, this Agreement;
- (d) information designated as confidential by the Principal; and
- (e) information that is by its nature confidential;

“Consequential Loss” means any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, goodwill, reputation, publicity, or use;

“Delivery Deadline” means the deadline for the Cartage Contractor to provide Cartage Services as set out in any Order;

“Delivery Docket” means a delivery docket containing any information reasonably required by the Principal;

“Delivery Sites” means the delivery sites set out in Schedule 2;

“Drivers” means those members of the Cartage Contractor’s Personnel who drive vehicles for the purposes of the Cartage Services;

“Equipment” means the equipment used or supplied by the Cartage Contractor or the Cartage Contractor’s Personnel for the purposes of providing the Cartage Services (including but not limited to vehicles);

“Good Operating Practices” means those practices, methods and acts engaged in or approved by an organisation which exercises that degree of safe and efficient practice, diligence, prudence, and foresight reasonably and ordinarily exercised by skilled and experienced operators;

“Goods” means the goods set out in Schedule 2 and any other goods nominated by the Principal from time to time;