

Warehousing Fulfilment
Distribution Solutions
Pty Ltd
47 – 53 Hallam Valley Rd
Dandenong South
Victoria 3175
Phone: 03 9793 8111
Fax: 03 9793 0211
ABN: 18 100 813 607

Dig Options/Track Racer
Attn: Matt
Email: matt@trakracer.com

Re: Renewal Proposal for Storage & Distribution

Dear Matt,

After discussions with Stephen we have revised the rates slightly, but as discussed the products are a lot larger now than when we first started.

As noted, it has been Six years since we last reviewed your charges and we have been able to keep your rates unchanged for that period of time, however as a result of Consumer Price Index changes and increased cost and the reduction in your transport rates we are unable to continue to absorb these increased costs.

We anticipate no additional rate adjustments for the next full year. The rates will be reviewed again in 12 months. However, if you decide to move forward with your own freight accounts, we will need to review the process charges as we have still kept them down.

We appreciate your business and look forward to continuing a good business relationship in the future.

If you have any questions regarding the following information, please do not hesitate to contact me at your convenience.

Regards

Andrew Staff
Managing Director

Dig Options/Track Racer

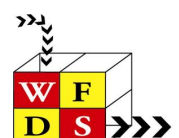
Storage and Fulfilment

Indicative Quotation AS15062023

Our Understanding

- To de stuff containers and palletise as required
- To receive stock on standard pallets and in containers for storage
- To store stock appropriately
- To receive orders via Online Email or Phone
- To pick stock as per order
- To dispatch orders using WFDS economical carriers or on clients account

Goods Inwards:	Pallet (If not in container)	\$ 5.50 per pallet
	Carton	\$ 1.60 per carton
	Stock checking to paperwork (if required)	\$ 70.00 per hour
Goods Outwards:	Pallet (not including pallet wrap)	\$ 5.50 per pallet
Destuff Containers:	20 Foot – Pallet unload	\$150.00 per container
	20 Foot – Hand unload	\$320.00 per container
	40 Foot – Pallet unload	\$260.00 per container
	40 Foot – Hand unload	\$520.00 per container
	<i>Depending on contents and number of cartons</i>	
	Additional hours to unload, if required	\$ 70.00 per hour
Pallet Wrap:	Per Pallet if required	\$ 5.50 per pallet
<u>PROCESSING:</u>	Order receipt and processing:	
	Manual order (Phone, Email)	\$ 6.75 per order
	Online order	\$ 0.85 per order
	Order fulfillment: activity based charging	
	Picking singles – per small line item	\$ 0.90 per item
	Consecutive pick - same small line item	\$ 0.50 per item
	Picking bundles/pack/ inner cartons	\$ 1.65 per unit
	Picking outer cartons	\$ 2.85 per unit
	Picking pallets	\$ 6.70 per pallet
	Packing, inc. labels, jiffy or carton	\$ 4.75 per order
	Additional materials (as required)	\$ Cost plus 10%
	Additional packing charge (as required)	\$ 5.00 per 5 min
	Manual con note charge on client's acc.	\$ 6.50 per con note
	Online con note on clients account	\$ 4.50 per con note
	Urgent order as authorised	\$ 18.00 per 15 mins (OPTO)
	<i>(Processed and dispatched same day. Or within specific requirements of client)</i>	
	Customer pick up from Warehouse	\$ 11.50 per collection
Processing Returns:	Check, review and advise client	\$ 18.00 per 15 min (OPTO)
	Transport return costs	\$ Charged at carrier Rates



Reports:	Email	\$ 30.00 per report
	Online	\$ No Charge
Storage:	Pallet per week, standard Pallet	\$ 3.35 per pallet
	Pallet per week, oversized Pallet	\$ 6.70 per pallet
	Pick bay per week	\$ 1.30 per bay
Management Services:	Account management	\$ 80.00 per hour
	Stocktakes	\$ 70.00 per hour
	IT Services, programming	\$ 225.00 per hour
DISTRIBUTION:	Indicative distribution Charges:	
Letter Rates -	Small and large letters will be dispatched via Australia Post standard rates less any applicable discounts	
Parcel Rates -	Larger consignments such as parcels will be dispatched via Australia Post Eparcel or the most economical means.	

Eparcel Australia Post “N” status up to 22kg per parcel rates. .(Ex GST)

Calculated Basic plus charge per kilo, or part thereof. \$ cost plus 5%

Express Eparcel Australia Post “N” status up to 22kg per parcel rates. .(Ex GST)

Calculated Basic plus charge per kilo, or part thereof. \$ cost plus 5%

Please Note the Following:

- Australia Post have introduced a “Security Fee” for all express charges of 4.35% to be added to the charge.
- Charges are per single parcel / consignment. Parcel weights are based on 22kg maximum per parcel for Australia Post Only.
- Redelivery fees imposed by any carrier will be passed on to the client. This will only occur if no one is home to receive the delivery. Or they refuse to accept.

Road Freight Carrier per consignment rates

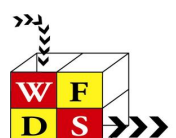
Calculated using Basic plus destination charge per kilo, or part thereof. \$ cost plus 5%

Please Note: Minimum Charges apply.

- Note
- Express Carrier and Same Day distribution rates available on request
 - The greater weight, Physical or Cubic will be charged.

All transport prices, including Australia Post Charges, are shown Excluding Fuel Levy charges which will be added at time of despatch. Fuel levy rates vary on a weekly basis up to 25% at the moment

Miscellaneous:	Other services required from WFDS may be chargeable subject to prior agreement by both parties	
Processing Time:	All orders will be processed and dispatched within 24 hours from receipt of order or within the clients agreed Service Level Agreement	
Taxes:	All charges shown are GST exclusive and the legislated GST charge must be applied to all charges listed	



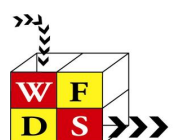
Assumptions: Standard Pallet is 1.2m x 1.2m x 1.4m high for pallet storage
Oversized pallet is over standard pallet dimensions to a maximum of 2.2 m for pallet storage
Storage charge is based on a per week basis or part thereof.
Insurance will be fully covered by the client under their own insurance policy
OPTO – Or Part There Of.

Dangerous Goods: All Dangerous Goods attract a DG Surcharge, per consignment, of \$7.95

TRANSPORT:	Long Length surcharge 1.5m-1.99m	\$ 6.50 per item
	Long Length surcharge 2m-2.99m	\$ 15.60 per item
	Long Length surcharge 3m-3.99m	\$ 32.50 per item
	Long Length surcharge 4m–4.99m	\$ 84.50 per item
	Linear Length surcharge over 2.2mtr	\$ 7.50 per item

On Forward Charges imposed by carriers for onforwarding will be charged at cost. Redelivery fees imposed by any carrier will be passed on to the client. This will only occur if no one is home to receive the delivery. Or they refuse to accept. All transport carrier increases will be passed on at time of increase.

***Please note Transport is on a job to job basis**



Acceptance of Quote

WFDS has made every effort to accurately access the cost in the above quotation in line with the information supplied. Please confirm accuracy of components, descriptions and assumed procedures as set out in "Our Understanding" at the beginning of the above quotation.

All prices are subject to change and final sighting of true representations of all component parts and or products including, carton weight and through put of daily orders. Prices may vary subject to volume and article sizes

Other service of WFDS may be chargeable subject to prior agreement by both parties. All prices shown are excluding GST. The GST must be added and paid at the current percentage rate with payment for all services.

This quote will remain valid for a period not longer than 30 days from, Monday, October 09, 2023. Please confirm your acceptance of the submitted charges and payment terms of 30 days from end of month by signing below and returning a copy by email or fax to (03) 9793 0211.

Processing Prices are valid for 12 months and reviewed at the end of that period. Transport prices are valid at time the proposal was submitted and are subject to change coinciding with carrier increases.

I accept the above charges with reference to Quote Number AS15062023 and wish WFDS to proceed with the job as outlined in your understanding.

Signed*:  Date: 09/10/23

Name: Matt Sten (Please Print)

*By signing the above, you acknowledge agreement to the Terms and Conditions.

TERMS AND CONDITIONS OF TRADE

1. All quotations, client orders and all services provided to the client by WFDS are subject to these terms and conditions. Acceptance of a quotation by the client constitutes acceptance of these terms and conditions.
2. These terms and conditions may only be varied with the written approval of WFDS. These terms and conditions override any inconsistent conditions in any document or other communication used by the client in relation to any client order.
3. These terms and conditions and WFDS's quotation contain everything the parties have agreed on in relation to the matters they deal with. No party can rely on an earlier document, or anything said or done by the other party, or by a director, officer, agent, or employee of that party, before the acceptance of WFDS's quotation.
4. No agent or representative of WFDS has any authority to make any representations, statement, warranty or agreement not expressed in these terms and conditions or otherwise authorised in writing.

Quotations

5. Quotations are valid for 30 days from the date of quotation and may be accepted by the client at any time during this period.
6. Quotations are based on the known cost of labour and materials as at the date of the quotation. WFDS reserves the right at all times to alter the quoted price in the event of an increase in the cost of material or labour, or an increase in other costs and the client agrees to be bound by any such price variations.
7. All prices set out in a quotation do not include delivery, postage or sales tax unless specified and are exclusive of GST. Further, WFDS may charge extra for the handling or storage of materials supplied by or on behalf of the client.
8. Quotations may only be accepted in whole and not in part. Subsequent orders will be subject to a separate quotation.

Payment

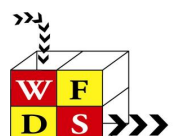
9. Accounts are payable as specified in the quotation. No account will be deemed to be paid unless paid by cash or bank cheque or until WFDS

has received payment in clear funds. The client must pay GST in addition to any price set out in a quotation subject to receipt of a tax invoice from WFDS.

10. WFDS may cancel any discount if payment is late. Further, WFDS reserves the right to recover any costs and to charge interest at a rate as fixed under Section 2 of the Penalty Interest Rates Act 1981. Interest will accrue daily from the date payment was due until the date it is received.
11. To the maximum extent permitted by law, WFDS may withhold any of the client's documents or goods in its possession in the event of non-payment of any money due and owing to WFDS, and the client consents to the sale of such documents or goods by WFDS to satisfy the payment of any overdue amount owing to WFDS.
12. The client pledges all its goods delivered into the possession of WFDS in favour of WFDS in respect of any money which may become due and owing from the client to WFDS on any account. Pursuant to the pledge, WFDS may sell any of the client's goods to satisfy any debt due and payable by the client to WFDS.

Variation and additional costs

13. Quotations are based upon the client's order, including any time frame for fulfilment of the order specified by the client. WFDS reserves the right at all times to charge at its current rates for any additional costs incurred as a result of any variation to the client's order upon which the quotation is based.
14. Where materials supplied by the client do not correspond with those upon which the quotation is based, WFDS may treat the job as involving a variation of the client's order.
15. Any costs referable to delay due to shortages of materials provided by or on behalf of the client (including shortage due to spoilage), or due to the materials provided by or on behalf of the client not corresponding with the materials upon which WFDS's quotation is based, will be charged to the client at WFDS's current rates
16. WFDS will endeavour to avoid undue spoilage and will notify the client in the event of excessive spoilage rates. However, as some spoilage is unavoidable, any materials to be supplied by or on behalf of the client must include an allowance for spoilage. Any additional costs incurred as a result of spoilage will be payable by the client at WFDS's current rates where materials supplied, by or on behalf of the client, do not allow for spoilage. WFDS will not be liable for any shortage of material due to spoilage other than spoilage caused by WFDS's negligence.



Cancellation

17. If the client cancels an order after it has accepted a quotation, the client must do so in writing and will be liable for and must pay to WFDS on demand all costs and expenses incurred by WFDS to the time that WFDS receives notice of the cancellation.

Unsatisfactory work

18. All work performed will be deemed satisfactory unless the client advises WFDS otherwise in writing within 7 days of completion. The client must include its reasons for claiming the work is unsatisfactory in its notice to WFDS. It is specifically agreed that WFDS will not be liable for the client's distribution costs or any consequential loss to the client referable to the work carried out by WFDS.

Exclusion and limitation of warranties

19. All conditions and warranties of any type in relation to the provision of the services are excluded to the maximum extent permitted by law. However, nothing in these terms and conditions is to be taken to exclude, restrict or modify the application of any law which prohibits doing so.
20. In respect of services not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of WFDS for a breach of any condition or warranty (including any implied by law) is limited to, at WFDS's option: the resupply of the services; or the payment of the cost of having the services resupplied.

Third party claims

21. The client agrees to indemnify WFDS for any damages and/or costs WFDS incurs (including any legal costs) as a result of any claim or proceeding brought against WFDS by a third party arising out of the services provided by WFDS to the client.

Confidentiality

22. WFDS will treat as confidential all data and other information supplied by the client and will use its best endeavours to maintain the confidentiality of such data and information.

Right to refuse provided services

23. WFDS reserves the right to refuse to provide any services to the client which in its opinion may breach or infringe upon the rights of any third party in any way, provided that notice of such refusal is promptly communicated to the client.
24. WFDS reserves the right to refuse to provide all or any part of the services or to accept goods where goods have been delivered in an unsuitable condition or without accurate documentation of materials and quantities.

Force majeure

25. WFDS will not be liable for failure to perform, or delay in performing, services or any part of the services if the failure or delay arose from a cause beyond WFDS's control. This includes any strike, industrial action, machinery breakdown or mistake, delay or failure to supply by a supplier to WFDS.

Time Frames

26. Any time frame contained in a quotation will commence from receipt of all information and materials necessary to perform the services and WFDS will endeavour to meet quoted time frames. However, in the event of completion of a job may be delayed due to breakdown of machinery, delays with postal services or unforeseen circumstances, WFDS will not be liable for any failure to meet any time frames.

Clients Goods

27. WFDS is not responsible for verifying the number of goods delivered to it. The holding, storage and transport of all goods or materials on behalf of the client will be at the client's risk. WFDS will not be liable for any loss or damage incurred in respect of the client's goods or materials on delivery, whilst in storage or during transit. WFDS will be accountable for any damage resulting from WFDS's direct employee negligence. The client must ensure that its goods are insured against loss or damage at all times, including during any transportation of the goods by WFDS or any other party engaged by WFDS to do so.

Retention of title

28. If the provision of services by WFDS involves a supply of goods to the client, then WFDS retains legal and beneficial title to those goods until they have been paid for by the client. If the client does not make payment in accordance with this agreement, WFDS may enter any premises of the client where the goods are located and retake possession of the goods in respect of which payment has not been made, and may keep, sell or resupply any repossessed goods.

Carriage by mail

29. The carriage by mail of any articles belonging to, or posted by WFDS on behalf of, the client is subject to the conditions contained in the Australian Postal Corporation Act 1989, the Regulations and General Postal Services Terms and Conditions made pursuant to the Act and/or any mailing statement signed by the client in relation to those articles. These terms and conditions do not apply to the carriage by mail of the articles. WFDS's responsibility ends with the lodgement of mail articles with Australia Post.

Privacy

30. The client warrants to WFDS that any personal information that it discloses to WFDS in connection with this agreement has been collected in accordance with the Privacy Act 1988 ('Act'); that the individual to whom the information relates has been made aware of the identity of WFDS, of how to contact WFDS and of the other matters about which WFDS is required to inform a person about whom it collects information under the Act; and that WFDS is authorised to collect the information from the client and use the information in connection with work performed by WFDS for the client pursuant to these terms and conditions.
31. The client must not use, disclose, transfer, store or handle any personal information disclosed to it by WFDS in connection with these terms and conditions except in accordance with the Act. The client must take all reasonable steps to ensure that such information is protected from misuse, loss, unauthorised access, modification or disclosure and that it is destroyed or permanently de-identified if it is no longer needed for any purpose connected with these terms and conditions. The client must ensure that access to such information is limited to those members of its staff (including its contractors) who are required to access that information for the purposes of these terms and conditions and must ensure that any of its employees or contractors who access the information comply with the requirements of these terms and conditions and of the Act.
32. The client must continually indemnify WFDS in respect of any loss, liability or expense WFDS incurs in connection with a breach of a requirement of these terms and conditions or of the Act, except to the extent that the loss, liability or expense is directly caused by the negligence, wrongful act or omission of WFDS or its employees.

Special conditions

33. If any special conditions are set out in the quotation, they override these terms and conditions to the extent of any inconsistency.

Governing law

34. These terms and conditions are governed by the laws of the State of Victoria.

Severability

35. If any term or condition or part of a term or condition is illegal, unenforceable or invalid, that term or condition or part is to be treated as removed from these terms and conditions, but the rest of these terms and conditions are not affected.

Assignment

36. The client must not assign any rights it has under these terms and conditions without the prior written consent of WFDS.

Waiver

37. Any failure by WFDS to exercise any of its rights or powers under these terms and conditions is not a waiver of those rights or powers. A waiver by WFDS is only effective if it is in writing.

Time for action

38. If the day on or by which a task is required to be done or may be done is not a business day, that task must be done on or by the next business day

