



Gold Tiger Logistics Solutions PTY LTD

ABN. 47 142 447 818

ADDRESS. 3B Inglis Road, Ingleburn NSW 2565

TEL. +61 2 9605 1500

FAX. +61 2 9605 1700

WEB. www.gtls.com.au

TRADING TERMS & CONDITIONS & PRIVACY POLICY

PLEASE READ: "Upon engaging GTLS these T&Cs shall be strictly adhered to."

We confirm acceptance of Gold Tiger Logistics Solutions' terms and conditions as outlined below.

Standard Term and Conditions apply to this quotation, which I have read and agree to:

Company	Quote and conditions Accepted by (Name of Authority)
Guarantor (name):	Guarantor Signature:
Date	Quote and conditions Accepted by (Signature of Authority)
Gold Tiger Logistics Solutions Pty Ltd – Terms & Conditions of Storage, Handling and all Freight Cartage	
1	Acceptance
1.1	GTLS provides logistics solutions including transport, handling and storage of Goods ("the Services").
1.2	Any instructions received by GTLS from the Customer for the supply of the Services shall constitute acceptance of the terms of this Agreement. Instructions may be received in writing (including electronically) or orally by GTLS from the Customer.
1.3	Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Managing Director of GTLS.
2	Definitions
2.1	<p>In this Agreement, the following definitions shall apply:</p> <p>(a) "Acceptance" means:</p> <ul style="list-style-type: none"> i. Express Acceptance: <ul style="list-style-type: none"> • when the customer signs these Terms & Conditions or • when the customer confirms by email, correspondence or words that the Terms & Conditions are accepted ii. Implied Acceptance: <ul style="list-style-type: none"> • When the customer acts in a way that indicates an agreement with the Terms and Conditions or • When the Customer starts using the services of GTLS or • When the customer pays for services requested from and provided by GTLS <p>(b) "Agreement" means this agreement and any schedule or annexure to this agreement and includes any variation agreed by the parties in writing.</p> <p>(c) "Business Day" means a day other than a Saturday, Sunday or gazetted public holiday in the capital city of the state in which the Services are predominantly delivered.</p> <p>(d) "Consignee" shall mean the person to whom the Goods are to be delivered by way of GTLS's Services.</p> <p>(e) "Customer" shall mean any customer who engages GTLS to provide the Services and includes any person or persons acting on behalf of and with the authority of the Customer. Where more than one Customer has entered into this Agreement, the Customers shall be jointly and severally liable for all payments of the Price and otherwise complying with this Agreement.</p> <p>(f) "Goods" means any goods collected, carried, transported, delivered or stored by GTLS for or on behalf of the Customer, and includes cargo together with any container, packaging, or pallet(s) to be moved from one place to another by way of GTLS's Services, or for storage by GTLS.</p> <p>(g) "GST" means a tax on goods, services and other things including any value added tax, broad based consumption tax or other similar tax introduced in any jurisdiction in Australia, and includes taxes levied in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth).</p> <p>(h) "GTLS" shall mean Gold Tiger Logistics Solutions Pty Ltd A.C.N. 142 447 818 and its successors and assigns or any person acting on behalf of and with the authority of GTLS.</p>



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	<p>(i) "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.</p> <p>(j) "Intellectual Property Rights" means all intellectual property rights, including patents, registered and unregistered designs, registered and unregistered designs trademarks and service marks, rights in the nature of unfair competition rights, copyright, database rights, typographical arrangements, report formats and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, trade secrets, business names, goodwill and the style of and presentation of goods or services and applications for protection of any of the above rights.</p> <p>(k) "Price" means the fees and charges set out in any quotation on the condition any such quotation is accepted by the Customer within thirty (30) days from the date such quotation is provided to the Customer; otherwise, the price shall be as indicated on invoices provided by GTLS to the Customer in respect of Services supplied.</p> <p>(l) "Services" shall mean all services supplied by GTLS to the Customer and are as described on the quotations, invoices, consignment note, airway bills, manifests, sales order or any other forms as provided by GTLS to the Customer and includes any advice or recommendations.</p> <p>(m) "Sub-Contractor" shall mean and include:</p> <ol style="list-style-type: none"> i. railways or airways operated by the Commonwealth or any state or any other country or by any corporation; or ii. any other person, firm or GTLS with whom GTLS may arrange for the carriage or storage of any Goods the subject of the contract; or iii. any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in clause 2.1(l)(i) and clause 2.1(l)(ii).
3	Interpretation
3.1	These terms and conditions are to be read in conjunction with GTLS's quotation, consignment note, agreement, airway bills, manifests, or any other forms as provided by GTLS to the Customer. If there are any inconsistencies between these documents, then the terms and conditions contained in this document shall prevail.
4	Term and Termination
4.1	The acceptance of these terms and conditions by the Customer means that an Agreement is created between the Customer and GTLS and, unless the Customer wishes to enter into a formal and more permanent Contract with GTLS, this agreement is per consignment basis and is automatically renewed every time the customer retains the services of GTLS. The length of the term of the agreement shall be dependent on the Customer and GTLS unless otherwise agreed in writing between GTLS and the Customer. The Customer may renew the Term by providing GTLS with further work however, either party can terminate the Agreement in accordance with the sub-clauses below
4.2	<p>GTLS may terminate this Agreement and cease to provide the Services immediately if:</p> <ol style="list-style-type: none"> (a) the Customer fails to pay any invoice by the due date; (b) the Customer fails to rectify a breach of this Agreement within fourteen (14) days after being given notice by GTLS requiring it to do so; (c) the Customer enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due; (d) the Customer ceases to carry on business; or (e) if in accordance with clause 18.1 the Customer receives a credit score, which in GTLS's absolute discretion is deemed too low or is indicative that the Customer is likely to be a credit risk.
4.3	<p>The Customer may terminate this Agreement if:</p> <ol style="list-style-type: none"> (a) GTLS fails to rectify a breach of this Agreement within fourteen (14) days after being given notice by the Customer requiring it to do so; (b) GTLS enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due; (c) GTLS ceases to carry on business.



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4.4	Termination does not relieve either party of its obligations pursuant to this Agreement.
4.5	Upon the effective date of termination of this Agreement: (a) GTLS shall immediately cease providing the Services; and (b) any and all payment obligations of the Customer pursuant to this Agreement shall become due immediately.
5	Price And Payment
5.1	In consideration for performance of the Services, the Customer shall pay to GTLS the Price for all Services in accordance with this Agreement.
5.2	GTLS may by giving notice to the Customer increase the Price of the Services to reflect any increase in the cost to GTLS beyond the reasonable control of GTLS (including, without limitation, foreign exchange fluctuations, or increases in taxes or customs duties or insurance premiums or warehousing costs).
5.3	GTLS may charge freight by weight, measurement or value, and may at any time re-weight, or revalue or re-measure or require the Goods to be re-weighed, or re-valued or re-measured and charge proportional additional freight accordingly.
5.4	GTLS's charges shall be considered earned in the case of Goods for carriage as soon as the Goods are loaded and despatched from the Customer's premises.
5.5	GTLS shall render a tax invoice to the Customer for the Services specifying the Price at the end of each consignment or alternatively at the end of each week or otherwise as agreed with the Customer.
5.6	Time for payment for the Services shall be of the essence and will be stated on the invoice, consignment note, airway bills, manifests or any other forms. If no time is stated, then payment shall be due thirty (30) days following the date of the invoice. If an invoice is not paid by the due date, interest will be payable by the Customer to GTLS in accordance with clause 16.1.
5.7	At GTLS's sole discretion; (a) payment shall be due on delivery of the Goods, or (b) payment for approved Customers shall be made by instalments in accordance with GTLS's payment schedule.
5.8	Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a CC surcharge fee), or by direct credit, or by any other method as agreed to between the Customer and GTLS.
5.9	Goods and services tax and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
5.10	The Customer must: (a) pay reasonable surcharges as arising as arising and in accordance with GTLS's written or verbal communication of a requirement to do so to ensure safe, compliant, profitable, carriage of Goods. (b) pay reasonable charges arising and in accordance with GTLS's written or verbal communication of a requirement to do so for freight services arising that have not been quoted by GTLS. (c) pay additional charges which are to be agreed by the parties whether verbally or in writing where the service requires a specialised vehicle to complete the task, such as a tailgate or tail-lift, hand unload, upper-level delivery, or other exception where additional costs arise. (d) pay demurrage charges in accordance with clause 9 where a GTLS vehicle is unduly delayed at collection or delivery. (e) pay additional charges for express freight where such service is requested by the Customer and charges are agreed. (f) pay additional charges for dangerous goods, container tailgates, Australian Quarantine and Inspection Service and customs services and inspections, futile delivery, couriers, weekend, public holiday, or out of business hours transport, and similar charges. (g) pay statutory fines arising from non-compliance, misstatements of weight, dimension, or composition of goods, or falsely declared or missing documentation. (h) pay fees without notice or prior agreement between GTLS and the Customer, where charges are reasonably levied by GTLS for unforeseen circumstances or are incurred to directly mitigate a higher consequential cost to the client (perceived or real), or if the client cannot be contacted during or after business hours and action is required to avert higher potential cost or losses.



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	<ul style="list-style-type: none"> (i) pay for charges arising for the hire, recovery and or replacement of all pallets listed on consignment notes by GTLS for transportation of the Goods, where the Customer's equipment exchange or transfer procedures fail, and consequential costs arise. (j) pay additional charges for container detention (for late off hire), container wharf storage (for late import container collection), container late lodgement (for late export container delivery), or other related costs for container cleaning, or container repair due to damages, where it is obliged to do so.
5.11	This clause shall survive termination of this Agreement.
6	Carriage
6.1	If the Customer instructs GTLS to use a particular method of carriage whether by road, rail, sea or air GTLS will give priority to the method designated but if that method cannot conveniently be adopted by GTLS the Customer shall be deemed to authorise GTLS to carry or have the Goods carried by another method or methods.
6.2	The Customer shall be deemed to authorise any deviation from the usual route or manner of carriage of Goods that may in the absolute discretion of GTLS be deemed reasonable or necessary in the circumstances.
6.3	<p>If a container has not been stowed by or on behalf of GTLS, GTLS shall not be liable for loss of or damage to the Goods caused by:</p> <ul style="list-style-type: none"> (a) the manner in which the container has been stowed; or (b) the unsuitability of the Goods for carriage or storage in containers; or (c) the unsuitability or defective condition of the container.
6.4	<p>With respect to delivery of any Goods for the Customer:</p> <ul style="list-style-type: none"> (a) GTLS is authorised to deliver the Goods at the address given to GTLS by the Customer for that purpose and it is expressly agreed that GTLS shall be taken to have delivered the Goods in accordance with this Agreement if at that address GTLS obtains from any person a receipt or a signed docket for delivery of the Goods. (b) if the address given to GTLS for the purposes of delivery is unattended at the time of delivery, or if delivery cannot be effected by GTLS (other than by reason of the negligence) then GTLS may deposit the Goods at that address (which shall be deemed to be delivery under this Agreement) or store the Goods at a place where GTLS deems necessary or appropriate to store those Goods, and if the Goods are stored the Customer shall pay GTLS for all costs and expenses incurred of and incidental to that Storage and redelivery. (c) the Customer agrees that the person delivering any Goods GTLS for carriage or transportation and or Storage is authorised to sign the documentation evidencing this agreement for or on behalf of the Customer.
7	Nomination Of Sub-Contractor
7.1	The Customer hereby authorises GTLS (if GTLS should think fit to do so) to arrange with a Sub-Contractor for the carriage of any Goods that are the subject of this Agreement. Any such arrangement shall be deemed to be ratified by the Customer upon delivery of the said Goods to such Sub-Contractor, who shall there upon be entitled to the full benefit of these terms and conditions to the same extent as GTLS. In so far as it may be necessary to ensure that such Sub-Contractor shall be so entitled GTLS shall be deemed to enter into this Agreement for its own benefit and also as agent for the Sub-Contractor.
8	Change of Control
8.1	The Customer shall give GTLS not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer, including any change in control of the Customer, or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, email address, or business practice).
8.2	The Customer shall be liable for any loss incurred by GTLS as a result of the Customer's failure to comply with this clause.



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9	Demurrage
9.1	The Customer will be and shall remain responsible to GTLS for all its proper charges incurred for any reason. A charge may be made by GTLS in respect of any delay in excess of thirty (30) minutes in loading or unloading occurring other than from the default of GTLS. Such permissible delay period shall commence upon GTLS reporting for loading or unloading at the gate (as opposed to the dock), ready to load or unload. Labour to load or unload the vehicle shall be the responsibility and expense of the Customer or Consignee. Unless otherwise agreed in writing between the parties, demurrage shall be payable by the Customer to GTLS at the rate of \$90 per hour.
10	Lien and Security
10.1	GTLS has a general lien on Goods the subject of this Agreement for all amounts due or which become due on any account to GTLS by the Customer or its Related Entities (as defined in the Corporations Act 2001 (Cth), whether for the Services or otherwise.
10.2	If any amounts due or which become due by the Customer to GTLS are not paid, or the Customer fails to take delivery or return of any products and/or goods, GTLS may without notice (and in the case of perishable or dangerous products and/or goods immediately): <ul style="list-style-type: none"> (a) store the Goods as GTLS thinks fit at the Customer's risk and expense; (b) open any package and sell all or any of the Goods as GTLS thinks fit and apply the proceeds to discharge the lien and costs of sale; (c) deduct or set-off any monies (including the costs of storage of any Goods) due to GTLS by the Customer under any this Agreement or otherwise; and/or (d) claim a storer's lien over the Goods.
10.3	This clause shall survive termination of this Agreement.
10.4	<ul style="list-style-type: none"> (a) A term used in this clause 10.4 has the same meaning as in the Personal Properties Securities Act 2009 (Cth) ('PPSA'). (b) For so long as any monies owing by the Customer to GTLS under this Agreement remain unpaid, the Customer acknowledges that GTLS maintains a Security Interest in the Goods under the PPSA and this Agreement shall constitute a Security Agreement that covers the Goods for the purposes of the PPSA. (c) The Customer will, at the request of GTLS, do anything (including obtaining consents, giving notices or directions to any person, making amendments to this Agreement or Security Agreement or executing a new document) for the purpose of (i) ensuring that any Security Interest granted by the Customer to GTLS attaches to the Goods or collateral intended to be covered by that Security Interest, is enforceable, perfected and otherwise effective, and has the priority required by GTLS; (ii) enabling GTLS to prepare and register a financing statement or financing change statement or (iii) enabling GTLS to exercise any of its rights or powers in connection with any such Security Interest. (d) The Customer will promptly provide any information requested by GTLS in connection with any Security Interest granted the Customer to GTLS to enable GTLS to exercise any of its rights or powers or perform any of its obligations under the PPSA. (e) The Customer waives its right to receive any notices (including notice of a verification statement) required to be given under the PPSA unless that requirement cannot be excluded. (f) Except if section 275(7) of the PPSA applies, each of GTLS and the Customer agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available. (g) Despite anything contained in this Agreement, GTLS is not required to disclose any information of the kind referred to in section 275(1) of the PPSA.



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	(h) Anything that the Customer is required by GTLS to do under this clause 10.4 must be done by the Customer at its own expense. The Customer agrees to reimburse on demand GTLS's costs (including all legal and other professional costs (including all legal and other professional costs on a full indemnity basis) in connection with any action taken by GTLS under or in connection with this clause 10.4.
11	Dangerous Goods
11.1	Unless otherwise agreed in advance in writing with GTLS the Customer or his authorised agent shall not tender for carriage or for storage any explosive, inflammable or otherwise Dangerous Goods. The Customer shall be liable for and hereby indemnifies GTLS for all loss or damage whatsoever caused by any Dangerous Goods.
11.2	If the parties agree that Dangerous Goods are to be carried or stored by GTLS, then prior to each delivery of Goods or collection for storage, the Customer shall provide to GTLS in writing the precise details of the class, volume and packaging type of dangerous or hazardous Goods by way of an appropriate Material Safety Sheet and Emergency Procedure Guide so that GTLS in its absolute discretion may accept or decline to proceed with the transaction, and should it proceed, accordingly notify all parties as required to ensure compliance in the transport storage and handling of dangerous class goods.
11.3	In the event of discovery by GTLS of hazardous or dangerous Goods not being disclosed GTLS may hold the discovered dangerous Goods at a nominated depot, at the expense of the Customer, for the Customer to then arrange appropriate measures to rectify the non-compliance and allow resumption of transport services.
11.4	In the event that the Customer fails or neglects to notify GTLS of dangerous goods presented for carriage, handling or Storage, then the Customer will be liable for all and any loss or losses attributable to that non-disclosure to GTLS.
12	Storage
12.1	GTLS reserves the right to refuse at its discretion the storage of any Goods.
12.2	All goods are stored entirely at the risk of the Customer and GTLS accepts no liability for the Goods whatsoever.
12.3	GTLS relies on the Customer to supply details of the description, pallet/space, weight, items, quantity, value and measurement and condition of the Goods as supplied by the Customer.
12.4	GTLS will not be liable for loss or damage to the Goods for ullage up to and including an amount equal to two percent (2%) of the value of the Goods.
13	Pallet Services
13.1	The Customer agrees without exception, that GTLS has no obligation or right, nor liability, to manage pallet equipment hire on behalf of the Customer, the consignee, the consignor, or its Sub-contractors. GTLS will record pallet equipment details on its consignment notes if they are provided by the Customer, however GTLS cannot verify and does not admit to the accuracy of this information.
13.2	The Customer shall indemnify GTLS without limitation against claims for any loss or costs arising from pallet equipment control errors and failed practise in pallet management by any party.
14	Delivery
14.1	It is agreed that the person delivering any Goods to GTLS for carriage or forwarding is authorised to sign the consignment note for the Customer.
14.2	It is the Customer's sole responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery.
14.3	GTLS is authorised to deliver the Goods at the address given to GTLS by the Customer for that purpose and it is expressly agreed that GTLS shall be taken to have delivered the Goods in accordance with this contract if at that address GTLS obtains from any person a receipt or a signed delivery docket for the Goods.
14.4	The Customer expressly warrants to GTLS that the Customer is either the owner or the authorised agent of the owner of any Goods or property that is the subject matter of this contract of cartage and/or storage and by entering into this Agreement the Customer accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Customer is acting.



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14.5	GTLS may deliver the Goods in separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract.
14.6	Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery for the purposes of this Agreement.
14.7	The failure of GTLS to deliver shall not entitle the Customer to treat this Agreement as repudiated.
15	Claims, Liability and Insurance
15.1	GTLS is not a Common Carrier and will accept no liability as such. All articles are carried or transported and all storage and other services are performed by GTLS subject only to these conditions and GTLS reserves the right to refuse the carriage or transport of articles for any person, corporation or body, and the carriage or transport of any class of articles at its discretion.
15.2	GTLS accepts no liability for, and the Customer releases and indemnifies GTLS against all loss, damage, costs and expense from any claim by the Customer in tort (including negligence), contract, bailment or otherwise for loss or damage to any property, injury to, or death of any person arising out of the acts or omissions of GTLS, or any or all of the Goods, any delay, non-delivery or other failure to supply the Goods, deterioration, damage, contamination or loss of Goods or any failure arising or delay out of the storage of the Goods.
15.3	Except as expressly provided in this agreement, GTLS is not under any liability to the Customer in respect of any loss, damage, injury, claims, demands, costs or expenses, howsoever caused, which may be suffered or incurred or which may arise in respect of the provision of the Services, including any loss of, damage to or deterioration or contamination of the Goods, or any delay, non-delivery, misdirection of Goods, or other failure to supply the Goods, or supply the Goods in time, or arising out of the Goods, or this Agreement.
15.4	The Customer acknowledges and accepts that: <ul style="list-style-type: none"> (a) the Goods and Services are provided, carried, handled and stored solely at the Customer's risk and GTLS is under no obligation to arrange insurance to cover Goods and Services for the Customer against any form of direct or consequential loss arising, nor shall it arrange such insurance of any kind whatsoever, unless effected in writing by special arrangement. (b) by entering into this Agreement, the Customer has not relied upon any representation or warranty about its subject matter except as provided in this Agreement. (c) no claim may be made against GTLS for failure to arrange insurance on behalf of the Customer, or for not insuring Goods in transit, handling and storage or for outcomes of Services provided by GTLS.
15.5	Subject to any statutory provisions imposing liability in respect of the loss of or damage to the Goods (including but not limited to chilled, frozen, refrigerated or perishable Goods), GTLS shall not be under any liability for any damage to, loss, deterioration, mis-delivery, delay in delivery or non-delivery of the Goods (whether the Goods are or have been in the possession of GTLS or not) nor for any instructions, advice, information or service given or provided to any person,
15.6	In no event shall GTLS be liable for any special, incidental, indirect or consequential damages (including, without limiting generality, damages for loss of business profits, business interruption and loss of business information or computer programs) or exemplary or punitive damages or damage to personal property.
15.7	The Customer shall indemnify GTLS from, and defend and hold GTLS harmless from and against any and all damages, losses, liability and expenses (including reasonable legal fees) suffered or incurred by any GTLS or to which GTLS becomes subject, arising out of or relating to any claim: <ul style="list-style-type: none"> (a) that the Customer has breached any of its representations or warranties under this Agreement; (b) relating to any personal injury or property damage to any Customer employee, contractor or representative or other Customer designee; (c) relating to claims by the Customer's suppliers and/or third-party providers; and (d) any other claims or damages arising from the Customer's business, resources or services. <p>The Customer's liability pursuant to this sub-clause 15.7 shall be reduced proportionally to the extent that any unlawful, wrongful, wilful or negligent act or omission of GTLS caused or contributed to the liability or loss.</p>
15.8	The Customer acknowledges that, GTLS's liability to the Customer arising out of or in connection with this Agreement (including the performance or non-performance of the Services), whether under the law of contract, in tort, in equity, under statute or otherwise, shall be limited in the aggregate either a resupply of the Services or an amount equivalent to the supply of the Services.



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15.9	GTLS shall be deemed to have been discharged from all liability in respect of the Services whether under contract, in tort, in equity, under statute or otherwise, at the expiration of the Term, or if no date is specified, on the expiration of 3 years from the completion of the Services.
15.10	The Customer undertakes that no claim or allegation shall be made against any servant or agent of GTLS which attempts to impose upon any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to indemnify GTLS and any such servant or agent against all consequences thereof.
15.11	Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law, Sales of Goods legislation or Fair-Trading legislation in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
15.12	Liability of GTLS arising out of any one incident whether or not there has been any declaration of value of the Goods, for breach of warranty implied into these terms and conditions by the Australian Consumer Law or howsoever arising, is limited to any of the following as determined by GTLS; <ul style="list-style-type: none"> (a) the supplying of the Services again; or (b) the payment of the cost of having the Services supplied again; or (c) where the Customer is a consumer as defined in the Australian Consumer Law then the client shall also be entitled to a refund.
16	Default & Consequences Of Default
16.1	Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 3.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
16.2	If the Customer defaults in payment of any invoice when due, the Customer shall indemnify GTLS from and against all costs and disbursements incurred by GTLS in pursuing the debt including legal costs on a solicitor and own client basis and GTLS's collection agency costs.
16.3	Without prejudice to any other remedies GTLS may have, if at any time the Customer is in breach of any obligation (including those relating to payment), GTLS may suspend or terminate the supply of Services to the Customer and any of its other obligations under the terms and conditions.
16.4	GTLS will not be liable to the Customer for any loss or damage the Customer suffers because GTLS exercised its rights under this clause.
16.5	If any account remains overdue after thirty (30) days, then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
16.6	Without prejudice to GTLS's other remedies at law GTLS shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to GTLS shall, whether or not due for payment, become immediately payable in the event that: <ul style="list-style-type: none"> (a) any money payable to GTLS becomes overdue, or in GTLS's opinion the Customer will be unable to meet its payments as they fall due; or (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
17	Security And Charge
17.1	Despite anything to the contrary contained herein or any other rights which GTLS may have howsoever: <ul style="list-style-type: none"> (a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to GTLS or its nominee to secure.



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	<p>(b) all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that GTLS (or GTLS's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.</p> <p>(c) should GTLS elect to proceed in any manner in accordance with this clause and/or its subclauses, the Customer and/or Guarantor shall indemnify GTLS from and against all GTLS's costs and disbursements including legal costs on a solicitor and own client basis.</p> <p>(d) the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint GTLS or GTLS's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 17.1.</p>
18	Privacy Act 1988
18.1	The Customer and/or the Guarantor/s agree for GTLS to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by GTLS.
18.2	<p>The Customer and/or the Guarantor/s agree that GTLS may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:</p> <p>(a) to assess an application by Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the credit worthiness of Customer and/or Guarantor/s.</p>
18.3	The Customer consents to GTLS being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
18.4	<p>The Customer agrees that personal credit information provided may be used and retained by GTLS for the following purposes and for other purposes as shall be agreed between the Customer and GTLS or required by law from time to time:</p> <p>(a) provision of Services; and/or</p> <p>(b) marketing of Services by GTLS, its agents or distributors in relation to the Services; and/or</p> <p>(c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services; and/or</p> <p>(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or</p> <p>(e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services.</p>
18.5	<p>GTLS may give information about the Customer to a credit reporting agency for the following purposes:</p> <p>(a) to obtain a consumer credit report about the Customer; and/or</p> <p>(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.</p>
19	Cancellation
19.1	GTLS may cancel any Services to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer.
19.2	GTLS shall not be liable for any loss or damage whatever arising from such cancellation.
19.3	In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by GTLS (including, but not limited to, any loss of profits) up to the time of cancellation. Subject to clause 10, all and any monies owing by the Customer to GTLS must be paid in full before any Goods held by GTLS at the time of cancellation are released by GTLS to the Customer.



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20	Proprietary Rights
20.1	The Customer acknowledges that all rights, title and interests in and to GTLS Intellectual Property Rights, including all modifications, changes and enhancements to the Intellectual Property Rights, are and shall be the sole and exclusive property of GTLS or its licensor. The Customer hereby assigns, and shall cause its employees, agents and contractors to assign to GTLS, all rights, title and interest in and to the Intellectual Property Rights including all modifications, changes and enhancements thereto.
20.2	Notwithstanding anything to the contrary in this Agreement or otherwise, GTLS shall retain all right, title and interest in and to any and all ideas, concepts, know-how, development tools, methodologies, processes, procedures, technologies or algorithms ("GTLS Know-How").
20.3	This clause shall survive termination of this Agreement.
21	Guarantee
21.1	In consideration of the Customer contracting with GTLS, the Guarantor/s, evidenced by the Guarantor's signature to this Agreement, jointly and severally guarantee the performance by the Customer of all of the Customer's obligations under this Agreement.
21.2	The Guarantor indemnifies GTLS against any cost or loss whatsoever arising as a result of the default by the Customer in performing its obligations under this Agreement for whatever reason.
21.3	GTLS may seek to recover any loss from the Guarantor before seeking recovery from the Customer and any settlement or compromise with the Customer will not release the Guarantor from the obligation to pay any balance that may be owing to GTLS.
21.4	This guarantee is binding on the Guarantor, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this Agreement by GTLS.
22	Confidential Information
22.1	Each party may have access to information that is proprietary or confidential to the other party (the "Confidential Information").
22.2	Each party shall for the benefit of the other hold the Confidential Information in confidence by taking reasonable measures (and at least those measures consistent with normal industry practice) to prevent unauthorised disclosure of such Confidential Information, in any form, to any third party and use Confidential Information only for the purposes specified in this Agreement.
22.3	Each party shall hold the Confidential Information in confidence by taking reasonable measures (and at least those measures consistent with normal industry practice) to prevent unauthorised disclosure of such Confidential Information, in any form, to any third party (other than as permitted in accordance with this Agreement) and use Confidential Information only for the purposes specified in this Agreement.
22.4	Confidential Information shall not include information which <ul style="list-style-type: none"> (i) is or becomes publicly known through no act or omission of the recipient and without breach of this Agreement, (ii) is known and on record by the receiving party prior to disclosure by the disclosing party, (iii) where the recipient can demonstrate with competent written proof what was in the recipient's possession prior to such access or disclosure (other than through an unauthorised disclosure), (iv) is disclosed to the recipient by a third party having legitimate possession thereof without restriction on such disclosure, (v) is independently developed by the recipient without violating the proprietary rights of the disclosing party and is so documented by the recipient, (vi) is lawfully obtained by the receiving party from a third party who is free to disclose same, (vii) is ascertainable from other commercial sources in the marketplace or (viii) is disclosed on the order or reasonable request of any court of law or judicial or quasi-judicial body, provided that such disclosure is covered by a suitable protective order.
22.5	This clause shall survive termination of this Agreement.



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23	General
23.1	<p>A notice, consent, approval or other communication (each a "Notice") under this Agreement must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and</p> <ul style="list-style-type: none"> (a) delivered to that person's address, (b) sent by pre-paid mail to that person's address or (c) transmitted by email to that person's address. A Notice given to a party in accordance with this clause is treated as having been given and received <ul style="list-style-type: none"> a. if delivered to a person's address, on the day of delivery if before 5.00pm on a Business Day, or otherwise on the next following Business Day, if sent by pre-paid mail when received at the offices of the addressee and b. if transmitted by email to a person's address, on the day of transmission if transmitted before 5.00pm in the place of receipt on a Business Day, otherwise on the next following Business Day. <p>This clause shall survive termination of this Agreement.</p>
23.2	If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
23.3	These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
23.4	The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by GTLS.
23.5	GTLS reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which GTLS notifies the Customer of such change.
23.6	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
23.7	The terms and conditions set out herein shall prevail over the terms and conditions set out in any document used by the Customer, the owner or any other person having an interest in the Goods and purporting to have a contractual effect.
23.8	The failure by GTLS to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect GTLS's right to subsequently enforce that provision.
Gold Tiger Logistics Solutions Pty Ltd – Privacy Policy	
Gold Tiger Logistics Solutions Privacy Policy	
1. GTLS is committed to providing you with the best possible customer service experience. GTLS is bound by the Privacy Act 1988 (Cth), which sets out a number of principles concerning the privacy of individuals.	
Collection of your personal information	
2. There are many aspects of the site which can be viewed without providing personal information, however, for access to future GTLS customer support features you are required to submit personally identifiable information. This may include but not be limited to a unique username and password or provide sensitive information in the recovery of your lost password.	
Sharing of your personal information.	
3. We may occasionally hire other companies to provide services on our behalf, including but not limited to handling customer support enquiries, processing transactions or customer freight shipping. Those companies will be permitted to obtain only the personal information they need to deliver the service. GTLS takes reasonable steps to ensure that these Organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information.	
Use of your personal information	
4. For each visitor to reach the site, we expressly collect the following non-personally identifiable information, including but not limited to browser type, version and language, operating system, pages viewed while browsing the Site, page access times and referring website address.	
5. This collected information is used solely internally for the purpose of gauging visitor traffic, trends and delivering personalised content to you while you are at this Site.	



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6. From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will use for these new purposes only, data collected from the time of the policy change forward will adhere to our updated practices.

Changes to this Privacy Policy

7. GTLS reserves the right to make amendments to this Privacy Policy at any time. If you have objections to the Privacy Policy, you should not access or use the Site.

Accessing Your Personal Information

8. You have a right to access your personal information, subject to exceptions allowed by law. If you would like to do so, please let us know. You may be required to put your request in writing for security reasons. GTLS reserves the right to charge a fee for searching for, and providing access to, your information on a per request basis.

Contacting us

9. Gold Tiger Logistics Solutions welcomes your comments regarding this Privacy Policy. If you have any questions about this Privacy Policy and would like further information, please contact our Managing Director by email imad@gtls.com.au.