

Terms & Conditions of Goods In Transit

Terms and Conditions under which LifeLike Group Pty Ltd ABN: 72 630 496 874 and its subsidiaries (herein called LIFELIKE) transports and provides value added services to, for and on behalf of customers and suppliers (herein called Customer).

1. Dictionary and Definitions: The following definitions apply to the terms and conditions as set out below that govern the *Contract* between *LifeLike* and the *Customer*.

In these terms and conditions, the singular includes the plural and vice versa and any reference to the masculine or neuter genders shall include the other genders and any reference to "person" or the "Customer" shall include corporation or any other legal entity.

The words "such as", "including", "particularly" and similar expressions are not used as nor are interpreted as words of limitation.

Headings are for convenience only and do not affect interpretation of this Contract.

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| contractor, us, we, our customer, you, your | means <i>LIFELIKE GROUP PTY LTD ABN: 72 630 496</i> , it's subsidiaries and assigns herein called "LifeLike"; |
| equipment | means the goods or equipment referred to on the: |
| charges | means the amount shown where "Total charges" applies on the sales Tax Invoice; |
| agents | means natural person, partnership, joint venture, company, government agency, association, corporation or other body corporate nominated by, representing or operating for and/or on behalf of the <i>Customer</i> including those signing purchase orders, collecting equipment, transporting equipment, accepting consignments, accepting or facilitating installations, Scope of Works, Services or Service Agreements; |
| Corporations Act GST | means the <i>Corporations Act 2001 (Cth)</i> as amended from time to time; |
| carriage | means the goods and services tax imposed under the A New Tax System (Goods & Services Tax) Act 1999 and, unless otherwise defined in this Agreement, terms defined in that Act have the same meaning in this Agreement; |
| shipment | means and includes the whole of the operations and services undertaken by LIFELIKE in connection with the transportation of the shipment; |
| loss | means goods (equipment) or documents of whatever nature which <i>LifeLike</i> have accepted for carriage from one address to another or regarding which <i>LifeLike</i> have accepted to perform value added services, whether under our consignment or not; |
| services | means damage, loss, cost, expense or liability (whether actual or contingent); |
| our goods | means the design; and/or preparation; and/or delivery; and/or setup; and/or operation; and/or installation; of equipment (note this list is not exhaustive) |
| terms | means goods which LIFELIKE may supply to you in connection with the carriage of a shipment or value added services (including but not limited to any packaging or software); |
| customer order and purchase order | means the payment terms specified in the Terms and Conditions of Sale and/or as agreed to between <i>LifeLike</i> and the <i>Customer</i> ; |
| | means the <i>Customer's</i> request for <i>Equipment</i> and/or <i>Services</i> provided verbally, in writing and/or via electronic acceptance or instruction; |

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| finance fee | means a fee charged to the <i>Customer</i> for providing credit and trading terms and for the servicing of any outstanding or bad debts; |
| business day | means any day other than: a. Saturday, Sunday or public holiday; or b. 27 th , 28 th , 29 th , 30 th or 31 st December; |
| business hours | means the hours of 8:30am to 6:00pm AEST on any <i>business day</i> ; |
| sub-contractor | means an individual, partnership or company contractually engaged by <i>LifeLike</i> to perform part or all of <i>LifeLike's Contract</i> ; |
| non-executable condition | means any conditions, warranties and guarantees provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in the <i>Competition and Consumer Act 2010 (Cth)</i> and the provisions of any State or Territory legislation which cannot be lawfully excluded. |

1. Contract:

Your contract of carriage is with *LifeLike*. You agree that *LifeLike* may subcontract the whole or any part of the contract of carriage or of value added services on any terms and conditions *LifeLike* decide.

2. Your acceptance of our Terms and Conditions:

By providing a purchase order, signing an agreement or by giving *LifeLike* your goods, the customer accepts these terms and conditions on behalf of the themselves, and/or anyone else who has an interest in the shipment or the performance of value added services irrespective of whether the customer has signed any paperwork. *LifeLike* terms and conditions also cover and can be invoked by anyone *LifeLike* use or sub-contract to collect, transport, deliver your shipment or perform value added services as well as our employees, directors and agents. Only one of our authorised managers may agree to a variation of these terms and conditions in writing. When you give *LifeLike* the shipment with oral or written instructions that conflict with our terms and conditions *LifeLike* shall not be bound by such instructions.

3. Scope of Contract:

Even if the carriage of the shipment forms part of another type of contract between the customer and *LifeLike*, these terms and conditions apply and will prevail over such contract unless otherwise agreed between the customer and *LifeLike* in writing.

4. Prohibited Items:

LifeLike do not accept shipments that contain prohibited items.

5. Right to Inspect:

The Customer agrees that *LifeLike* or any governmental authority may open and inspect your shipment at any time and take any action *LifeLike* consider necessary in relation to a shipment if *LifeLike* need to verify the condition or nature of the shipment, the ownership or destination of the shipment or if *LifeLike* consider the shipment may contain prohibited items.

6. Undeliverable and Rejected Shipments:

Where *LifeLike* are unable to complete the delivery of a shipment as agreed with the customer, *LifeLike* will contact the Customer to notify them of the issue, and shall charge, at our discretion a variation for the missed delivery, return visit and/or penalties to the same value of the quoted price. You agree to pay *LifeLike* any costs *LifeLike* incur in forwarding, disposing or storage of or returning the shipment and our charges (if any) for making a second or more delivery attempts and for the agreed appropriate next action. If the address for delivery is unattended and you have given *LifeLike* a written 'authority to leave' then *LifeLike* may leave the shipment at the unattended address and delivery will be deemed to have occurred in accordance with these terms and conditions. You hereby agree to indemnify *LifeLike* against and hold *LifeLike* harmless from all claims by any party and from all loss or costs, of whatsoever nature, which *LifeLike* incur as a consequence of the shipment being left in accordance with such 'authority to leave'. You give *LifeLike* authority to dispose of the shipment (or any part thereof) within 90 days of the initial attempt of delivery, unless otherwise arranged with *LifeLike*, in writing.

7. The Customers Obligations: You warrant, represent and guarantee to LifeLike that:

- the contents of the shipment have been properly described on our consignment note;
- the contents of the shipment have been correctly labelled and the label or labels have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by *LifeLike*;

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c) the consignee's full address including the postcode has been entered on our consignment note;

d) the consignee's full address including the postcode has been accurately and legibly completed on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by *LifeLike*;

e) the contents of the shipment have been prepared and packed safely and carefully by you to protect against the ordinary risks of transport including any associated sortation and/or handling process, or the performance by *LifeLike* of value added services;

f) you will provide any special equipment *LifeLike* may need to load or unload the shipment on or off our vehicles;

g) you have securely fixed a heavy weight label in a prominent position on the outer surface of the shipment that can clearly be seen by *LifeLike* for any item weighing 16 kilograms or more;

h) the contents of the shipment are not ones restricted by IATA or ICAO and are not prohibited items, and neither you nor the consignee is a person or organisation with whom *LifeLike* or you may not legally trade under any applicable laws or regulations;

i) all applicable laws and regulations have been complied with;

j) that you have taken all reasonable precautions to comply with all conventions, directives and legislation relating to the protection of personal data including if practicable encryption of the personal data to ensure the safety of the personal data in the event of loss or mis-delivery of a shipment;

k) agent and they agree to the handling, transport and storage of the shipment in accordance with and agree to be bound by these terms and conditions.

You agree to indemnify *LifeLike* and hold *LifeLike* harmless from any loss, liabilities and damages *LifeLike* may suffer or any costs, damages or expenses, including legal costs, *LifeLike* incur either to you or to anyone else arising out of you being in breach of any of your obligations, warranties, representations and guarantees set out in these terms and conditions, even if *LifeLike* inadvertently accept a shipment that contravenes any of your obligations.

8. Extend of Liability

8.1 Subject to condition 10 below, *LifeLike* limit our liability for any loss, damage or delay of your shipment or any part of it arising from the carriage of a shipment as follows:

a) In the case of any damage where you can show to *LifeLike* you have suffered loss our liability is limited to refunding to you the charge you paid *LifeLike* carriage in respect of that shipment or the part which was damaged.

b) In the case of delay where you can show to *LifeLike* you have suffered loss our liability is limited to refunding to you the charge you paid *LifeLike* for carriage in respect of that shipment or the part which was delayed.

8.2 To the extent permitted by law, *LifeLike* exclude all conditions, warranties and guarantees provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in the Competition and Consumer Act 2010 (Cth) and the provisions of any State or Territory legislation.

8.3 Subject to condition 8.1, *LifeLike* bear no liability for any loss you suffer:

a) arising from the carriage, including but not limited to any failure by *LifeLike* to perform any services in connection with the carriage or value added services, any mis-delivery, failure to deliver or delay in performing such services or value added services;

b) arising from any loss, damage or destruction to a shipment or any part thereof;

c) arising from your use of Our Goods, including but not limited to where such goods are defective;

d) for any reason whatsoever including our breach of contract, negligence, breach of duty as bailee, or willful act or default.

8.4 Subject to any other condition in these terms and conditions which limits liability, our maximum liability for all purposes in connection with the carriage of a shipment is limited to the total amount of payments received by *LifeLike* from you in relation to the consignment before a claim arises (less any amounts paid by *LifeLike* under this condition in respect of all or part of that period).

8.5 Subject to any other condition in these terms and conditions which limits liability, our maximum liability for all purposes in connection with the value added services is limited to the total amount of payments received by *LifeLike* from you in relation to the consignment before a claim arises (less any amounts paid by *LifeLike* under this condition in respect of all or part of that period).

9. Exclusions

9.1 *LifeLike* will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity, loss of deterioration, loss of business, loss of reputation or goodwill, loss of value or use of intellectual property or other proprietary rights even if *LifeLike* had knowledge that such damages or loss might arise or for any other indirect, incidental, special or consequential damages or loss howsoever arising including without limitation our breach of contract, negligence, willful act or omission or default.

9.2 *LifeLike* are not liable if *LifeLike* do not fulfil any obligations towards you at all as a result of:

a) circumstances beyond our control such as (but not limited to):

- acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
- force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
- national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
- latent defects or inherent vice in the contents of the shipment;
- criminal acts of third parties such as theft and arson.

b) your acts or omissions or those of third parties such as: you being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations

under these terms an act or omission of any customs, airline, airport or government official.

c) The contents of the shipment consisting of any article that is a prohibited item even though *LifeLike* may have accepted the shipment by mistake.

LifeLike are not a common carrier and do not accept from you any liabilities of a common carrier. LIFELIKE may refuse to handle, carry or store a shipment for any reason (in our absolute discretion).

10. Claims Brought by Third Parties:

The Customer undertakes to *LifeLike* that you shall not permit any other person who has an interest in the shipment to bring a claim or action against *LifeLike* even though *LifeLike* may have been negligent or in default and if a claim or action is made you will indemnify *LifeLike* against all loss, damages and other consequences of the claim or action and the costs and expenses *LifeLike* incur in defending it.

11. Claims

11.1 The Client warrants to *LifeLike* that your insurers or any other third party having an interest in the shipment shall have waived any rights, remedies or relief to which they might become entitled by subrogation or otherwise against *LifeLike*.

11.2 Subject to any law, regulation or convention which compulsorily applies and which *LifeLike* are unable to contract out of (irrespective of whether or not *LifeLike* have attempted to contract out of such law, regulation or convention), your right to claim damages against *LifeLike* shall be extinguished unless you comply with the claims procedure under this condition 12.

If you believe *LifeLike* are liable to you, you must:

a) immediately contact *LifeLike*; and

b) send written notice of your claim (Claim Notice) to *LifeLike* within 14 days of the date that the cause of action giving rise to the claim arose (Notice Period).

11.3 You will remain liable to pay all amounts *LifeLike* charge you in respect of the carriage of the shipment and value added services, notwithstanding any Claim Notice.

11.4 If *LifeLike* do not receive a Claim Notice from you within the Notice Period, *LifeLike* will have no liability to you in respect of such claim.

11.5 Even if you serve a Claim Notice on *LifeLike* within the Notice Period, *LifeLike* will have no liability to you in respect of such claim unless you commence legal proceedings against *LifeLike* within 3 months of delivery of the shipment or where the shipment is undelivered, the date for delivery of the shipment requested by you in the applicable consignment note.

12. Law and Jurisdiction

12.1 In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of these terms and conditions all of which remain in force.

12.2 Save as provided by any compulsory application of a convention, disputes arising from or related to these terms and conditions shall be subject to and governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.

13. Privacy:

LifeLike will collect, use and disclose your personal information in accordance with the terms of our Privacy Policy, which is available on *LifeLike*'s web page at <https://www.lifelikegroup.com.au/terms-conditions>, as amended from time to time.

14. Waiver and Variation

14.1 *LifeLike* may only waive a right or remedy created by these terms and conditions in writing. Our delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does our waiver (either wholly or in part) operate as a subsequent waiver of the same or any other right.

14.2 *LifeLike* reserve the right to amend these terms and conditions and the policies referred to in these terms and conditions from time to time without prior written notice to you.

15. Entire Agreement:

These terms and conditions and all our policies referred to in these terms and conditions and such other policies notified to you from time to time constitutes the entire agreement of the parties about its subject matter and any other agreements, understandings and negotiations on that subject matter (whether oral or in writing) will, unless specifically agreed to by *LifeLike* in writing, have no effect.

LifeLike reserves the right to amend its terms and conditions from time to time, however, such amendments do not apply to the Customer to the extent of this agreement, except to the extent that the Customer approves such amendments in writing.

For Further Information:

Write to: *LifeLike* Group Pty Ltd
PO BOX 421, RYDE NSW 1680
Phone: 02 8880 6766
Email: info@lifelike.com.au

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