



**Millars Transport & Logistics Pty Ltd**

ABN: 71 099 574 286

1 Angle Channel Rd, Heyfield, Vic 3858

P.O Box 174, Heyfield, Vic 3858

P: 1300 645527 | F: 1300 645528

Date: \_\_\_\_\_

Web: [www.millarstransport.com.au](http://www.millarstransport.com.au)

Email: [info@millarstransport.com.au](mailto:info@millarstransport.com.au)

## Subcontractors Requirements

Company Name: \_\_\_\_\_

\_\_\_\_\_ ABN: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

BSB: \_\_\_\_\_ ACC No: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Subcontractors Statement & Workcover

All Subcontractors are required to lodge a current Sub Contractors Statement as required the Workers Compensation Act 1987, The Payroll Tax Act 1971 and the Industrial Relations Act 1996. The attached Subcontractors Statement form must be completed and returned to us with a copy of your current Work Cover Certificate of Currency. This is a **mandatory** requirement by law and non-compliance may result in us withholding any payments.

As the Subcontractors Statement form covers Workers Compensation, Payroll Tax and Remuneration, ensure that you fill it out completely and correctly.

If you subcontract out work given to you by Millars Transport & Logistics, you should obtain statements from you subcontractors for your own records.

## Subcontractors Checklist

In order to meet our customer requirements it is also **mandatory** that we obtain the following information from all of our Subcontractors:

- Current Subcontractors Statement
- Work Cover (Current Certificate of Currency)
- HMV (Heavy Motor Vehicle) Insurance (Current Certificate of Currency)  
(Tow operators must also have Trailer in Control to 100,000)
- Marine Insurance – Up to 500,000 (Current Certificate of Currency)
- Public Liability Insurance – Up to 10,000,000(Current Certificate of Currency)

Please forward this information to Millars Transport & Logistics, Po Box 174, Heyfield Vic 3858 as soon as possible. All payments WILL be withheld until we receive this information.



# SUBCONTRACTOR'S STATEMENT

## REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION (Note1 – see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

### SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ..... ABN: .....  
(Business name)

of .....  
(Address of subcontractor)

has entered into a contract with ..... ABN: .....  
(Business name of principal contractor) **(Note 2)**

Contract number/identifier ..... **(Note 3)**

This Statement applies for work between: ...../...../..... and ...../...../..... inclusive, **(Note 4)**

subject of the payment claim dated: ...../...../..... **(Note 5)**

I, ..... a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [ ] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [ ] and only complete (f) and (g) below. You must tick one box. **(Note 6)**
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ...../...../..... **(Note 7)**
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. **(Note 10)**

(f) Signature ..... Full name.....

(g) Position/Title ..... Date ...../...../.....

**NOTE:** Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987*.

## Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

## Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

### Offences in respect of a false Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

## Further Information

For more information, visit the WorkCover website [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au), Office of State Revenue website [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au), or Office of Industrial Relations, Department of Commerce website [www.commerce.nsw.gov.au](http://www.commerce.nsw.gov.au). Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).



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## RECIPIANT CREATED TAX INVOICE AGREEMENT

Millars Transport & Logistics P/L and Subcontractors / Hauliers have agreed that Millars Transport & Logistics P/L will issue recipient created tax invoices to Subcontractors / Hauliers for work specified in this agreement.

### It is agreed:

- Subcontractor / Haulier and Millars Transport & Logistics P/L agree that Millars Transport & Logistics P/L will issue to Subcontractor / Haulier a recipient created tax invoice (“**RCTI**”) for the following work done by Subcontractor / Haulier on behalf of Millars Transport & Logistics P/L.
  - Cartage
  - Transportation of Goods
- Subcontractor / Haulier will not issue a tax invoice to Millars Transport & Logistics P/L for the above mentioned work.
- Subcontractor will notify Millars Transport & Logistics P/L if subcontractor / Haulier ceases to be registered for GST. Millars Transport & Logistics P/L will notify Subcontractor if it ceases to be registered for GST.
- Millars Transport & Logistics P/L will indemnify Subcontractor / Haulier for any Liability for GST or penalty arising directly as a result of an understatement of the GST payable on any supply for which Millars Transport & Logistics P/L issues an RCTI to the Subcontractor / Haulier.
- Millars Transport & Logistics P/L acknowledges and warrants that it is registered for GST. Subcontractor / Haulier acknowledges and warrants that at the time of entering into this agreement, the Subcontractor / Haulier is registered for GST.

**Signed for and on behalf of Millars Transport & Logistics P/L**  
**ABN: 71 099 574 286**

\_\_\_\_\_  
**Signature**

Signed for and on behalf of

\_\_\_\_\_  
**Signature**

**Please enter your ABN in the table below before signing this agreement**

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## TRADING TERMS & PAPERWORK

All paperwork is required to be handed back to Millars Transport & Logistics no later than 7 days after the completion of a job. It is a request not a requirement that you send your paperwork back by express post or some form of registered post to avoid paperwork going missing. It is entirely the sub contractors responsibility to ensure the return of all signed p.o.d back to our head office in Heyfield. If paperwork goes missing it could hold up your payment of the load in question.

If you do not have a Millars Transport & Logistics Pty Ltd consignment **do not** substitute your own delivery docket or P.O.D as this can often lead to much confusion. If you require a Millars Transport & Logistics Pty Ltd consignment note please contact the office on 1300 645527 and we will arrange to get the consignment to you.

There are three forms of trading terms at Millars Transport. The first is standard 30 day from months end terms which we use for all sub contractors by default. We also offer a fortnightly payment option which you may chose to use at your request. The fortnightly option is based on the return of paperwork and incurs a 1.5% fee to use. Fortnightly payments are paid on the 7<sup>th</sup> and 21<sup>st</sup> day of each month and are payable for any paperwork returned by the 15<sup>th</sup> and last day of each month. If contractor is fueling through Millars the same above applies only that payment can only be made once a month once fuel is calculated.

If you need more information on these terms please contact Millars Transport on 1300 645527

Please select which payment terms you require:

**Option 1 (Standard)**

- Standard 30 Days from end of month

**Option 2 (7 Days EOM)**

- Payments made on the 7<sup>th</sup> of the month for all paperwork returned before the last day of the month. **Incurs a 1.5% fee for using this facility.**

**Option 3 (7 Days EOM – With Fuel)**

- Payments made on the 7<sup>th</sup> of the month for all paperwork returned before the last day of the month. **Incurs a 1.5% fee for using this facility.**

**Signed:** \_\_\_\_\_

\*\*By signing this document I agree to the terms selected above. If fortnightly option is selected I agree to a 1.5% fee for using this facility

**Name:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

# MILLARS TRANSPORT & LOGISTICS PTY LTD

## TERMS AND CONDITIONS OF CARTAGE

### 1. Definitions

In these terms and conditions:-

“**Carriage**” means and includes any carrying or other work performed or agreed to be performed in relation to the Goods;

“**Carrier**” means Millars Transport & Logistics Pty Limited [ACN 099 574 286] and/or Millars Transport Pty Limited [ACN 083 260 842] and/or Millars Heavy Haulage Pty Ltd [ACN 106 794 478] or otherwise its servants and agents, sub-contractors and assigns;

“**Client**” means and includes the person who engages the Carrier to carry the Goods;

“**Goods**” means and includes goods of any type or description whatsoever whether originally contracted for, substituted for or added to the original contract;

### 2. Construction

In this document, unless the context otherwise requires:

(a) words importing:

- (i) the singular include the plural and vice versa;
- (ii) any gender include the other genders;

(b) an obligation of two (2) or more parties shall bind them jointly and severally;

(c) if a word or phrase is defined, cognate words and phrases have corresponding definitions;

(d) a reference to:

- (i) a person includes a corporation and bodies politic;

(ii) a person includes the legal personal representatives, successors and assigns of that person;

(iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.

### 3. Negation of Liability as a common carrier

The Carrier is not a common carrier and does not undertake the obligations or liability of a common carrier. The Carrier reserves the right to refuse the Carriage or transport of Goods for any person, corporation or company and the Carriage or transport for any class of goods at its discretion.

### 4. Agreement between parties

(1) It is agreed that the person delivering the Goods to the Carrier for the Carriage is authorised to sign the consignment note for the Client.

(2) The Client warrants that in agreeing to the terms hereof, he is or has the authority of the person or persons owning or having any interest in the Goods or any part thereof.

(3) Without prejudice to the generality of the foregoing, the Client undertakes to indemnify the Carrier in respect of any liability whatsoever in respect of the Goods to any person other than the Client who claims to have or has or may hereinafter have any interest in the Goods or any part thereof.

### 5. Right to sub-contract

(1) The Carrier and any sub-contractor shall be entitled to subcontract on any terms the whole or any part of the Carriage.

(2) The Client undertakes that no claim or allegation shall be made, whether by the Client or any other person who is or may hereafter be interested in the Goods, against any person (other than the Carrier) by whom (whether as sub-contractor, principal, employer, servant, agent or otherwise) the Carriage of any part thereof is performed or undertaken which imposes or attempts to impose upon such person any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of such person, and if such claim or allegation should nevertheless be made, to indemnify the Carrier and the person against whom such claim or allegation is made against the consequences thereof. Without prejudice to the foregoing and for the purpose of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this contract.

### 6. Extension of exemptions to sub-contractors

Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect:-

(a) all sub-contractors;

(b) every servant or agent of the Carrier or of a sub-contractor;

(c) every other person (other than the Carrier) by whom the Carriage or any part thereof is performed or undertaken;

(d) all persons who are or might be vicariously liable for the acts or omissions of any person falling within (a), (b) or (c) hereof and for the purposes of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this contract.

### 7. Entire contract

The Goods shall be carried and the Carriage shall be performed subject only to these terms and conditions and any terms, conditions or warranties implied by statute which cannot be excluded.

### 8. Liability of the Carrier

(1) The Carrier shall be liable to the Client only for its wilful neglect or default or default of that of its servants in respect of the Carriage of the Goods for physical loss of the Goods or damage to the Goods up to a limit of \$200.00 whether or not there has been a declaration of value of the Goods or any of them by the Client for the purposes of the Carriage or otherwise. The Carrier however will endeavour to effect an insurance on behalf of the Client against greater loss or damage provided it receives instructions from the Client in writing and the premium is duly paid by the Client prior to the commencement of the Carriage.

(2) In any event subject only to sub-clause (1) and to clauses 23 and 24, the Goods are at the risk of the Client and not the Carrier and the Carrier shall not be responsible in tort or contract or otherwise for any loss or damage to or deterioration of the Goods or mis-delivery or failure to deliver or delay in delivery of the Goods either in transit or in storage for any reason whatsoever including without limiting the foregoing the negligence or breach of contract or willful act or default of the Carrier or others and this clause shall apply to all such loss or damage to or deterioration of the Goods or mis-delivery or failure to deliver or delay in delivery of the Goods as aforesaid whether or not the same occurs in the course of performance by or on behalf of the Carrier of the contract or in events which are in the contemplation of the Carrier and/or the Client or in events which are foreseeable by them or either of them or in events which could constitute a fundamental breach of the contract or a breach of a fundamental term thereof.

### 9. Indemnity by Client

The Client indemnifies the Carrier and shall keep it indemnified in respect of any liability to any person, corporation or company for:-

- (a) any damage whatsoever including injury, delay or loss of any nature arising out of or incidental to the Carriage or any services incidental thereto whether due to misconduct or negligence on the part of the Carrier or not or whether or not the cause of the damage is known or unknown to the Carrier; or
- (b) any other cause whatsoever under or arising out of or in relation to or incidental to the Goods or the Carriage or any services ancillary thereto.

### 10. Handling of Goods

If the Client expressly or impliedly instructs the Carrier to use or it is expressly or impliedly agreed that the Carrier will use a particular method of handling or storing the Goods or a particular method of Carriage whether by road, rail, sea or air the Carrier will give priority to that method but if it cannot conveniently be adopted by the Carrier, the Client hereby authorises the Carrier to handle or store or to carry or to have the Goods carried by another method or methods.

### 11. Authorisation of deviation from usual route

Where the Carrier considers the mode of the Carriage or route quoted (if any) is not at the time the Goods are to be carried the most practical or feasible route or mode of the Carriage to be used it reserves the right to vary the same and charge any extra cost thereby incurred to the Client.

### 12. Delivery

(1) The Carrier is authorised to deliver the Goods at the address nominated to the Carrier by the Client for that purpose and without prejudice to the foregoing it is expressly agreed that the Carrier shall be conclusively presumed to have delivered the Goods in accordance with this contract if at that address he obtains from any person a receipt or signed delivery docket for the Goods.

(2) If the nominated place of delivery should be unattended or if delivery cannot otherwise be effected by the Carrier, the Carrier may at its option deposit the Goods at that place (which shall be conclusively presumed to be due delivery thereunder) or store the Goods and if the Goods are stored by the Carrier the Client shall pay or indemnify the Carrier for all costs and expenses incurred in or about such storage. In the event that the Goods are stored by the Carrier the Carrier shall be at liberty to redeliver them to the Client from the place of storage at the Client's expense.

### 13. Carrier's charges

(1) All charges, rates and prices quoted are based upon rates of wages and salaries; prices of fuel and oil, and rates and road taxes and other charges prevailing at the date shown on price lists published by the Carrier from time to time; and in the event of any increases between that date and the date when the Carriage is commenced in the cost of any of those items so far as such items are incurred by the Carrier in the performance of the Carriage or involved therein then the charges, rates or prices quoted are to be increased by amounts equivalent to the full amounts of all such increases in all such items so far as the same are so incurred or involved.

(2) Where the Carriage involves the performance of two or more separate items of work then for the purposes of the preceding sub-clause (1) the date when the Carriage commenced shall be deemed to be the respective dates on which the said separate items of work are commenced.

(3) The Carrier's charges shall be considered earned as soon as the Goods are loaded and despatched and the Client will be and remain responsible to the Carrier for all its proper charges incurred for any reason. Labour and the use of mechanical equipment to load and unload the Goods shall be the responsibility and expense of the Client.

(4) In addition to all other amounts payable pursuant to this contract and any other agreements contemplated by this contract, the client shall pay to the supplier, at the same time as the amount to which this payment is referable is payable to the supplier, all amounts for which the supplier is liable, or shall become liable, in relation to the contract or any other agreements contemplated by this contract, on account of any State or Federal goods and services tax or other consumption or similar tax, charge, assessments, duty or fees

(5) The Carrier reserves the right to rescind all discounted quoted rates and recalculate outstanding charges at the current advertised schedule should

accounts fail to be finalised within the Carrier's trading terms published from time to time.

### 14. Carrier's lien

(1) The Carrier shall have a lien on the Goods and any documents relating thereto and on any other Goods of the Client in the possession of the Carrier or any documents relating thereto for all sums payable by the Client to the Carrier and for that purpose shall have the right to sell any such Goods by public auction or private treaty without notice to the Client.

(2) No claims levied against the Carrier will be considered unless all freight charges have been paid in full.

### 15. Dangerous Goods

(1) The Client shall not tender for Carriage any volatile spirits or explosive Goods or Goods which are or may become dangerous, inflammable or offensive (including radio-active materials) or which are or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of such Goods and in any event shall be liable for all loss and damage caused thereby and if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature the same may at any time be destroyed, disposed of, abandoned or rendered harmless by the Carrier without compensation to the Client and without prejudice to the Carrier's right to any charges hereunder.

(2) The Client warrants that it has complied with all the laws and regulations relating to the nature, packaging, labelling or cartage of the Goods and that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and hereby indemnifies the Carrier for any liability whatsoever as a result of or arising out of the Client's failure to comply with each of these warranties.

### 16. Variation of Terms

It is agreed that no servant or agent of the Carrier nor any other person has any power to waive or vary any of the terms hereof unless such waiver or variation is in writing signed by an executive officer of the Carrier.

### 17. Claim for damage or loss

If the Carrier is liable for damage to or loss of the Goods or any part thereof, no claim in respect of such loss or damage may be made unless notice of the claim is lodged in writing at an office of the Carrier in the State in which delivery was or ought to have been effected within seven (7) days after delivery was effected or would in the ordinary course of business have been effected.

### 18. Suit to be brought within six months

Notwithstanding any other provision hereof other than clauses 23 and 24 hereof, the Carrier shall in any event be discharged from all liability whatsoever in respect of the Goods unless suit is brought within six (6) months from their delivery or from the date on which in the ordinary course of business delivery would have been effected.

### 19. Conditions to have full force in all circumstances

All the rights, immunities and limitations of liability in these terms shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or any of the conditions hereof by the Carrier or any other person entitled to the benefit of such provisions.

### 20. Provisions severable

It is hereby agreed that if any provision or part of any provision of this contract is unenforceable such unenforceability shall not affect any other part of such provision or any other provision hereof.

### 21. Declaration of weight

Where the Client has declared the weight and/or dimensions of the Goods and the Carrier has relied upon such declared weight and/or dimensions in making its arrangements for transportation and the actual weight and/or dimensions of the Goods differs from the declared weight and/or dimensions then in every such case the Client shall be responsible for all extra cost and risk incurred by the Carrier resulting from its reliance as aforesaid upon the declared weight and/or dimensions.

### 22. Other documents

All Goods are carried subject and liable in every respect to the Bills of Lading issued by and/or conditions imposed by any steamship company, railway, port or harbour authority or other Carriers of the Goods and to the issue of permits or authorisations where required from Commonwealth and/or State Government authorities and the conditions and limitations stated in any such permits or authorisations.

### 23. Queensland contracts

In respect of contracts made in Queensland and in any other case where the Carriage or any part thereof is subject to the Carriage of Goods by Land (Carriers' Liability) Act 1967 of that State, these conditions shall continue in full force and effect except to the extent that they are or any part thereof is void by operation of that Act.

### 24. Trade Practices Act

Notwithstanding anything herein contained the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of any such warranty and the liability of the Carrier for breach of any such implied warranty shall be limited to the supply of the services of Carriage again or for the cost of having the services of Carriage supplied again whichever the Client may select.

### 25. Law of contract and jurisdiction

These terms and conditions shall be governed and construed by the laws of the State of Victoria whereover the contract was made and any proceeding in respect of any matter or thing against the Supplier shall be instituted or carried on in the State of Victoria only.

## TERMS AND CONDITIONS OF TRADING

### 1. Payment

Account Clients – Payment Terms for clients who have current and approved credit facilities with Millars Transport & Logistics Pty Limited (“Millars”) are Nett 30 days – payment is to be made to the office of Millars by cash, cheque funds transfer or recognised credit card within 30 days of the end of the month of purchase. Non-Account Clients – all clients who do not have current and approved credit facilities must make payment to the operator or driver not later than the conclusion of the work being performed, and in any event immediately upon receipt of an invoice or tax invoice requesting payment.

### 2. Withdrawal of Facilities

Millars reserves the right to withdraw credit facilities, refuse further supply of goods and/or services, or terminate any works in progress should trading not be conducted within these terms.

### 3. Service Fees

Millars reserves the right to impose a service fee on all amounts not paid within these trading terms at the rate of 1.5% per month of the amount exceeding these Terms and Conditions of Trading. This includes any and all amounts of GST charged or embedded in the amount owing. Service Fees are a taxable supply and subject to Goods and Services Tax at prevailing rates.

### 4. Lapsed Accounts

Account facilities not used in any twelve (12) month period will stand lapsed. Credit facilities will only be made available on the submission and approval by Millars of a fresh Application for Credit.

### 5. Credit Applications and Guarantees

Applications for Credit made by unlisted corporations must be supported by a properly executed Guarantee and Indemnity provided by the Director/s and/or Major Shareholder/s of such corporations. The Guarantee and Indemnity is a

continuing Guarantee and Indemnity and Director who retire from office or major shareholders who cease to be shareholders must make arrangements with Millars for termination of the Guarantee and Indemnity.

### 6. Default

In the event of default in payment of any monies due in accordance with Clause 2, all outstanding monies are immediately due and payable.

### 7. Offers of credit

Offers of Credit facilities are the absolute discretion of Millars, and submission of an application does not constitute an offer of credit facilities.

### 8. Credit Limits

Amounts owed in excess of notified credit limits are immediately due and payable and shall be paid to Millars on demand.