**Proudly Prepared for:**

 **Presented By:** Lillee Denton

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**“Vola Co is a Specialist Logistics and Road Transport Organisation Which Focuses on Providing Outstanding Services to its Clients Australia Wide.”**

# Brief Company Snapshot

Vola Co is an Australian Privately Owned Company

Director: Lillee Denton

From humble beginnings as a Brisbane based concrete segment and pre-cast transport operation, Vola Co has steadily grown by continually developing our network of clients and expanding and updating our transport services and recruiting the best team. Vola Co now offers an array of warehousing and transport services nationally.

Focusing on customer satisfaction whilst maintaining a prominent level of safety, our services include the logistics of the below:

* General Freight
* Palletised Freight
* Machinery and Over Dimensional Freight
* Import Freight Services, Air and Sea
* Export Freight Services, Air and Sea
* Hotshots Nationally
* FCL and FAK Container Services
* Wharf Break Bulk and Underhook Services
* Container Pack and Unpacks
* Fumigation and Pad Hire Services
* Biosecurity (BC1) Certified
* Bond Store (77G) Certified
* General and LCL Freight Warehousing

# Service Commitment

The reliability and efficiency of our logistics and road transport services nationally are paramount to the capability of providing your organisation with an outstanding and timely transport service.

Our management systems ensure that we are constantly developing and implementing new and innovative ways of delivering an improved service to our clients. Our primary focus is to deliver worlds’ best practice freight delivery service with a strong commitment to personalised customer service, WH&S and environmental requirements.

# Freight Management Systems

Vola Co utilises an Electronic Management System, FreightTracker to monitor all freight distribution nationally.

You will always remain informed regarding the movement of your consignment each and every time. Our Freight Management System (FMS) allows our team to monitor the movements and the exact location of any one consignment nationally. Simply contact your designated representative, provide them with your FMS delivery ID number and our staff will be able to provide you with an update of your freight and its location. This is all part of our integrated GPS systems fitted to our vehicles to insure your freight arrives safely

#  Staff Training

Vola Co has implemented a strictly defined and integrated administrative, driver and vehicle management and OH&S system into the company’s operations. All company Employees and Contract personal formally undertake during induction, that they will comply with Company directives and legislative requirements to achieve workplace best practice.

Vola Co also understands and recognises that as the first and last point of contact, our transport operators play a key role in the overall impression of our company and its role within the transport industry. As such, a strong commitment is given to driver and fleet presentation, safety, and the environmental requirements.

We adopt a strict policy of employing only the best and most suitably qualified staff available, who not only understand their role within Vola Co but also their broader commitment to both our valued customer’s needs and the community.

# Fatigue Management

Every driver who joins Vola Co is fully trained, monitored and reviewed in their respective or specific role. Compliance with all statutory requirements is paramount. Our compliance manager constantly reviews our self-regulatory accreditation systems and driver activities for any non-conformances.

Employees are also given the opportunity to develop their skills in other operations within Vola Co including administration and operations. This helps to develop a well-rounded employee that can multitask and who also understands the importance of a prominent level of quality and customer service.

Vola Co has established an enviable reputation as a highly dependable and reliable logistics, Transport, and project management company.

**Key Clients and Major Projects Include**:

* **LBB JV: Clem 7 Tunnel**

(Leightons, Baulderstone Hornibrook, Bilfinger Berger Joint Venture)

* **Airport Link Tunnels:**

Thiess, John Holland

#  • D2G Alliance: Dinmore to Goodna upgrade

(Abigroup, Fulton Hogan, Seymour Whyte Constructions, SMEC Australia and Parsons Brinckerhoff Australia)

 • **Laing O’Rourke** (Various Shopping Centre upgrades)

#  • Mak Max (Taiyo Membrane Corporation)

* **Skyreach** (Machinery nationally)
* **Baiada Poultry (**Red Rooster stores QLD)
* **Pizza Capers** (QLD Stores)
* **Domino’s** (QLD stores)
* **Collins Food Group** (QLD KFC stores)
* **J.H Leavy and Co** (Produce)
* **Roadtek** (Department of Transport and Main Roads)
* **H.E Heather & Sons** (Produce)
* **Mainfreight** (Produce, Import & Export)
* **Royal Wolf Containers** (Container movements Australia wide)
* **C.T Freight Forwarding** (General, Palletised & time critical)
* **Ingham’s Chicken** (Red Rooster and KFC stores QLD)
* **FM Global Logistics** (FAK, FCL and LCL QLD, VIC and NSW)

## Our Fleet

As safety and reliability are paramount to the continued success of our business, Vola Co adopts a policy of regularly updating its fleet to remain compliant with the current Euro Emissions Standards.

Our fleet consists of body truck tautliners, body truck fridge vans, Single trailer, B-Double and Triple rated primer movers. All equipment is maintained through our own workshop with a strong emphasis on preventative maintenance servicing.

## Health and Safety Policy

Integral to the culture of the organisation, Vola Co is committed to providing a workplace free from injury and illness.

We believe that providing a safe, secure working environment for our employees, contractors and visitors and managing public safety issues in all our activities directly benefits our business by:

* Enabling our people to pursue our business objectives confidently and efficiently
* Building a good reputation with all stakeholders,
* Reinforcing our values of integrity, commitment, results focus, and teamwork.

## Insurance

Vola Co is proud to offer **Marine/Cargo,** **Carriers Goodwill and Warehousing Contents Insurance** for all our Warehousing and Transported goods.

* $1,000,000 in any one conveyance or location
* Physical loss or damage caused by
* Loading or unloading
* Theft, pilferage, or non-delivery
* Rain, water, and / or hail
* Fire, explosion, lightning, or flood
* Collision
* Overturning or jack-knifing
* Hijacking or armed hold-up

We recommend insurance and customers are advised to seek appropriate insurance coverage through their licenced insurer or broker should our cover not suffice.

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## Policy Statement

To achieve our goals **all Managers and Supervisors** of staff are responsible for:

* Maintaining a safe work environment and culture, safe equipment and tools, appropriate training and safe ways of working by applying sound risk management methods to proactively identify, assess and control hazards and risks associated with all activities.
* Allocating appropriate resources to manage health and safety commensurate with the level of risk.
* Implementing the Health and Safety Management System.
* Communicating and consulting with employees, contractors, and others as necessary and providing a suitable forum for employees to raise health and safety issues.
* Ensuring compliance with applicable Acts, Regulations, Codes and Standards.
* Ensuring Employee compliance with this policy and the application of an employee safety management system where appropriate.
* Establishing relevant personal and workgroup performance measures and monitoring performance.
* Conducting audits / inspections, investigating incidents, and reviewing the effectiveness of efforts - always acting to improve.

## Environmental Management Commitment

Reflecting its role in the sustainable management and conservation of Australia’s environment, Vola Co is committed to minimising its own ecological footprint by pursuing environmental best practice and the prevention of pollution throughout its entire operation.

Through a process of continual improvement, our company aims to lead its service providers and suppliers in effective and efficient operational practices, providing a role model for others to follow.

Through our policy of **“rethink, reduce, reuse, repair and recycle’** the company will.

Identify, review, and manage our environmental impacts, potential risks, and opportunities for improvement.

Any goods (of a chemical nature or otherwise) carried or used by the company are handled in a legal and safe manner with adequate provision for handling any incident, anywhere.

Vola Co is committed to continually develop and implement an Environmental Management Program to improve performance and realise opportunities for an environmentally positive contribution.

Current initiatives include the reduction of our landfill waste, greenhouse gas emissions, and other pollution. Other initiatives include further reduction of our consumption of power and water and to employ environmental considerations in purchasing decisions, such as vehicle replacement to comply with the latest Euro NCAP Standard.

## Summary

In this presentation I have outlined various aspects of our company and the services we are able to offer.

I am confident that with our level of customer service and expertise, together with our experience and eagerness to deliver and outstanding service, that we can meet your needs in a professional, reliable, and cost-effective manner.

I trust that the information provided in this presentation gives you a better understanding of the services that we can offer and look forward to developing a mutually beneficial business relationship.

Should you have any further questions please do not hesitate to contact me.

Thank you once again for the opportunity that you have provided Vola Co in presenting this information to you.

Yours Sincerely

Lillee Denton

Director

**Vola Co Pty Ltd**

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**CONDITIONS OF CARRIAGE AND STORAGE**

### 1. DEFINITIONS

1.1 "**Agreement**" means this document.

"**Carriage**" means the whole of the operations and services undertaken by the Carrier as specified on the face of this document including storage packaging or handling or other services where this is applicable. The term includes the towing of a trailer.

"**Carrier**" means VOLA CO PTY LTD (A.B.N. 64 656 948 604) on whose behalf this Agreement has been signed.

"**Container**" includes any container, trailer, tilt, igloo, wagon, transportable tank, flat pallet or any other unit load device used to consolidate goods.

"**Customer**" includes the sender, shipper, Consignor, Consignee, receiver of the Goods, any person owning or entitled to the possession of the Goods, and anyone acting on behalf of such persons.

"**Dangerous Goods**" means goods which are or may become dangerous, inflammable or damaging including radioactive material(s), or which are or may become liable to damage any property whatsoever.

"**Freight**" includes all charges payable to the Carrier.

"**Goods**" means the goods accepted from the Customer and includes any container not supplied by or on behalf of the Carrier.

"**Goods and Services Tax**" means a goods and services tax or any similar tax, impost or duty.

"**Place of Receipt**" means the place designated as such on the face of this Agreement.

"**Place of Delivery**" means the place designated as such on the face of this Agreement.

"**Storage**" means the whole of the operations and services undertaken by the Carrier in respect of the Goods in receiving, storing, and subsequently making the goods available for collection.

"**Storage Period**" means the period of storage (if any) indicated on the face of this Agreement.

"**Sub-Contractor**" means any sub-contractor of the Carrier and that sub-contractor's servants, agents or sub-contractors, indirect and direct subcontractors. The term includes railways operated by the Commonwealth, any State or private railway operator, any airline or sea carrier.

### 2. INTERPRETATION

2.1 **Headings**

Headings are inserted for ease of reference only and shall be disregarded in the interpretation of this Agreement.

#### 2.2 Severability

The parties acknowledge and agree that:-

2.2.1 all the provisions of this Agreement are reasonable in all the circumstances and that each provision is and shall be deemed to be severable and independent.

2.2.2 this Agreement is subject to all compulsory rules and requirements of law to which the carriage is subject to the intent and effect that if any provision hereof is to any extent repugnant to or inconsistent with any such rules or requirements or if all or any part of any provision is judged invalid or unenforceable; such provision shall to that extent, but no further, be deemed not to form part of these Conditions of Carriage and Storage and shall not affect the validity or enforceability of the remaining provisions.

2.2.3 notwithstanding anything contained in this Agreement, the Carrier shall continue to be subject to any condition or warranty implied by the Trade Practices Act 1974 (Cth) or the Fair Trading Act 1989 (Qld), to the extent that those Acts apply to this Agreement and prevent the exclusion, restriction or modification of those condition or warranty.

**NOTICE TO PERSONAL USE/NON-BUSINESS CONSUMERS**

Clause 2.2.3 means that, under the Trade Practices Act and similar legislation, the following provisions are included in this Agreement:

* We (the Carrier) will carry out the services we have contracted to provide you (the Customer) with due care and skill. This includes the services for which we engage a Sub-Contractor;
* Any Materials we provide in connection with the services will be reasonably fit for their purpose;
* If we have agreed with you that our services will be provided to you for a particular purpose, both our services and the materials we provide in connection with the services will be reasonably fit for that purpose; and
* If we fail to meet these provisions then we may be liable to you.

These provisions apply despite any terms to the contrary elsewhere in the Agreement, but only if you are using our services for personal, non-business purposes. If you are using our services for the purposes of your business, trade, profession or occupation, these provisions do not override the other terms of the Agreement.

Please note that, in any contract for the carriage and storage of goods, damage can occur despite due care being taken. If this happens, we will not be liable to you. We therefore STRONGLY RECOMMEND that you obtain insurance before consignment.

#### 2.3 Representation and Collateral Contracts Negatived

This Agreement contains the entire understanding of the parties as to its subject matter. There is no other understanding, agreement, warranty or representation whether express or implied in any way defining or extending or otherwise relating to these provisions or binding on the parties with respect to the storage and carriage or the matters to which this Agreement relates.

#### 2.4 Governing Law

2.4.1 This Agreement is governed by and is to be construed in accordance with the laws of the State of Queensland;

2.4.2 each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland and Courts entitled to hear appeals from those Courts;

2.4.3 no action arising out of this Agreement may be brought by a party more than one (1) month after the cause of action has arisen except in the case of non-payment where the appropriate statutory limitation to an action for recovery of a simple contractual debt will apply.

#### 2.5 Carriers Discretion

Where discretion is given to the Carrier by any provision hereof, the exercise of that discretion by the Carrier shall be absolute and unfettered. Such an exercise of discretion may be unreasonable or arbitrary.

### 2. CARRIAGE/DEMISE

3.1 **Common Carrier Negatived**

The Carrier is not a common carrier and will accept goods for carriage only on these conditions.

#### 3.2 Carrier's Undertaking

The Carrier undertakes to:-

3.2.1 procure the carriage of the goods from the place of receipt to the place of delivery; and/or

3.2.2 procure the storage of the goods for the storage period.

3.3 The Carrier at its discretion may subcontract on any terms all or any part of its undertaking herein.

### 3. CUSTOMERS WARRANTIES ACKNOWLEDGMENTS AND INDEMNITIES

4.1 The Customer warrants that –

4.1.1 the Goods are fit for carriage and storage;

4.1.2 the Customer has the authority of all persons owning or interested in the Goods to enter into the contract on their behalf;

4.1.3 the person delivering any goods to the Carrier for carriage and/or storage is authorized to sign this document for the Customer and by such signature or by the signature of any other person acting for the Customer, the Customer accepts these terms and conditions;

4.2 The Customer acknowledges that:-

4.2.1 no agent or employee of the Carrier is permitted to alter or vary these conditions;

4.2.2 no representations have been made by any employee or agent of the Carrier to the Customer;

4.2.3 the Carrier enters into this Agreement for and on behalf of itself and its servants, agents and sub-contractors, all of whom shall be entitled to the benefit of the Agreement and shall be under no liability whatsoever to the Customer or anyone claiming through him in respect of the goods, in addition to or separately from that of the Carrier under this Agreement;

4.2.4 the Carrier has no responsibility for collection of cash or any other payment on behalf of the Customer or to any other person.

4.3 The Customer shall indemnify the Carrier against:-

4.3.1 any loss or damage which may be suffered by the Carrier as a result of any breach by the Customer of the warranties and acknowledgments herein;

4.3.2 any loss or damage to the Carrier's containers or other equipment which occurs while in the possession or control of the Customer or which occurs due to the nature or condition of the goods in such containers;

4.3.3 all costs, demands, claims or expenses whatsoever and by whomsoever made arising as a result of the Customer making an incorrect description or advising of incorrect weight of the Goods.

4.3.4 any loss or damage suffered by the Carrier resulting from the Customer's unreasonable detention of any containers or any other equipment.

4.3.5 for the purpose of this clause, "loss" expressly includes:-

4.3.5.1 consequential loss; and

4.3.5.2 any fine, levy, charge or other monetary imposition to which the Carrier may become liable as an incident to the carriage, and resulting from any breach by the Customer of this Agreement.

### 5. HIMALAYA CLAUSE/SUBCONTRACTING

5.1 Where the Customer is not the owner of some or all of the goods the Customer shall be deemed for all purposes to be the agent of the owner.

5.2 The Customer undertakes that no claim or allegation shall be made against any servant, agent or subcontractor of the Carrier which imposes or attempts to impose upon any of them any liability whatsoever in connection with the goods, whether or not arising out of negligence or a willful act or omission on the part

of any of them, and if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof.

5.3 Every such servant, agent, and subcontractor, shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit.

5.4 The Customer shall save harmless and keep the Carrier indemnified against all claims or demands whatsoever by whomsoever made in excess of the liability of the Carrier under these conditions in respect of any loss, damage or injury however caused, whether or not by the negligence of willful act or omission of the Carrier, his servants, agents or sub-contractors.

### 6. ROUTE AND DEVIATION

6.1 The Customer authorises any deviation from the Carrier's usual route or manner of carriage which may in the Carrier's discretion be necessary.

6.2 The Customer shall take delivery of the Goods as soon as the Carrier is ready to deliver them. If the Consignee fails to take delivery of the Goods, the Carrier shall be deemed to have delivered the Goods in accordance with this Agreement if the Goods are delivered to the address specified for delivery. The Carrier may without notice unload the Goods and/or store the same in the open or under cover and with or without refrigeration. If the Carrier is for any reason unable to deliver the Goods the Carrier may without notice return the Goods to the Customer at the Customer's expense or store the Goods and such return to the Customer or storage shall be deemed to constitute delivery and any responsibility that the Carrier has in respect of the Goods shall cease and the Customer shall be liable to reimburse the Carrier for any additional carriage and/or storage costs incurred.

6.3 The Customer agrees and hereby authorises the Carrier at its discretion and at any time without notice to the Customer to:- 6.3.1 use any means of transport or storage whatsoever. The Customer authorises the Carrier to adopt such specialist Carriage which may require the use of the services of other organisations or bodies necessary to ensure the safety of others (such as other road users) and to comply with all government requirements. Specialist carriage may involve police or private escorts, road closures and or transport control by the relevant government authority and the use of specialist equipment such as special cooling.

6.3.2 proceed by any route whether or not it is the nearest or most direct or customary route;

6.3.3 proceed to or stay at any place whatsoever (although in a contrary direction to, or out of or beyond the customary or intended or advertised routes) one or more often in any order backwards or forwards, and store the Goods at any such place whatsoever; and

6.3.4 comply with any order directions or recommendations as to loading, unloading, departure, routes, place or call, stoppages, destination, arrival, discharge, delivery, or any other ways whatsoever given by any government or authority or any personal body acting or purporting to act with the authority of such government or authority.

6.4 Any action taken by the Carrier under this Clause and any delay resulting there from shall be deemed to be included within the contractual route and shall not be a deviation.

6.5 If the Carrier effects arrangements for storage or preservation of the Goods after delivery it does so as agent of the Customer and solely at the Customer's risk and expense.

### 7. LIABILITY

7.1 At all times and in all circumstances and for all purposes the Goods shall be and remain at the sole risk of the Customer and the Carrier shall be under no liability whatsoever for any loss, or misdelivery of or damage to Goods occasioned during carriage and/or storage arising from any reason whatsoever, including without limiting the foregoing, any negligence or breach of contract or willful act or default on the part of the Carrier, its servants and agents, or otherwise.

7.2 The defences and exclusions or liability provided for in this Clause and throughout this Agreement generally shall apply in any action against the Carrier for loss or damage to the Goods whether the action be founded in contract or in tort or otherwise.

7.3 The Carrier shall be entitled to the benefit of the exclusion of liability provided for herein even if it is proved that the loss or damage resulted from an act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result.

7.4 Nothing whatsoever done or omitted to be done or other conduct by the Carrier in breach of the contract or otherwise howsoever lawfully or unlawfully, shall under any circumstances constitute a breach going to the root of this Agreement, or a deviation or departure therefrom or repudiation thereof such as to have the effect of disentitling the Carrier from obtaining the benefit of and enforcing all rights, defences, exceptions, immunities and limitation of liability and other like protections on the Carrier contained in those conditions and all such rights, defences, exceptions, immunities, limitations of liability and like protections shall continue to have full force and effect in any event whatsoever.

7.5 The Customer shall notify the Carrier in writing of any claim intended to be made pursuant to this Agreement within five (5) days after the date of delivery of the Goods or in the case of non-delivery within five (5) days after the Customer became aware of the loss or damage to the Goods and unless such claim is given within the said period of five (5) days the claim shall be absolutely barred as against the Carrier.

7.6 For the purpose of this clause, "loss" includes consequential loss.

7.7 The Carrier shall not be liable for any loss or damage to Goods arising from deterioration, contamination, evaporation, breakdown or malfunction of any refrigeration or cooling equipment, wrongful delivery, misdelivery, delay in delivery or non-delivery of Goods whensoever or howsoever occurring or any

damage injury or loss of any nature whatsoever sustained or rising during carriage of the Goods.

### 8. DANGEROUS OR FRAIL GOODS

8.1 If the Carrier accepts dangerous goods for carriage such goods must be accompanied by a full declaration of their nature and contents and be properly and safely packed in accordance with statutory regulations applicable to the carriage of those goods.

8.2 The Customer shall indemnify the Carrier against all loss (including consequential loss), damage or injury however caused arising out of the carriage of any dangerous goods, whether declared as such or not and whether or not the Customer was aware of the nature of the goods.

8.3 Where dangerous goods are delivered to the Carrier without written consent or where they are not distinctly marked to indicate the nature and character of the goods or if in the opinion of the Carrier the articles are or are liable to become of a dangerous and flammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Customer and without prejudice to the Carrier's right to freight.

8.4 The Customer undertakes that the goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws and regulations which may be applicable during carriage.

8.5 Perishable Goods - The Carrier may at the expense of the Customer dispose of or destroy any Goods which the Carrier believes have deteriorated or become objectionable unwholesome or a source of danger of contamination.

### 9. GENERAL LIEN

9.1 Goods are received and held by the Carrier subject to:-

9.1.1 a lien for moneys due to the Carrier for the carriage and/or storage of and other proper charges or expenses upon or in connection with the Goods; and

9.1.2 a general lien for all moneys or charges due to the Carrier from the Customer and the Owner of such goods for any services rendered or accommodation provided by the Carrier to the Customer or Owner.

9.2 Where any lien remains unsatisfied within seven (7) days from the date on which the Carrier gave notice of the exercise of his lien to the Customer (or Owner as the case may be), the Goods may at the Carrier's discretion be sold by public auction or private treaty and the proceeds of sale applied in or towards the satisfaction of every such lien and all proper charges and expenses in relation thereto (including the expenses of the sale) and the Carrier shall account to the Customer or the Owner of the Goods for any surplus.

### 10. STORAGE

10.1 Any storage of Goods shall be as agent of the Customer and solely at the Customer's risk and expense, but the provisions of clause 7 hereof shall nevertheless apply.

10.2 At the Carrier's discretion the Goods may be stored at any place and at any time and be removed from any place at which they may be stored or otherwise held to any other place to be stored.

10.3 If the Carrier is unable to deliver the Goods to the place of delivery the Carrier may in its discretion deposit the Goods at the place nominated by the Customer or store the Goods at any place. If the Carrier stores the Customer's goods, the Customer shall indemnify the Carrier in respect of any costs or losses incurred by the Carrier in storing same and may re-deliver those Goods to the Customer from the place of storage at the Customer's expense.

10.4 Dangerous goods held by the Carrier for storage will be subject to the indemnity given by the Customer in respect of dangerous goods in clause 8 hereof.

10.5 Where the Customer requires the Carrier to store the Goods the Customer shall provide an inventory of the Goods to the Carrier prior to storage. The Carrier shall be entitled to check the inventory and provide its own inventory of the Goods received at the time of receipt. The Carrier shall provide the Customer with a copy of the inventory. Should the Customer sign the inventory, the inventory shall be conclusive evidence of the Goods received by the Carrier. Such inventory shall disclose any visible items but not any contents unless the Customer requires in which case the Carrier shall be entitled to make a reasonable charge for preparation of such further inventory. Inspection of the Goods shall be at the Customer's risk.

### 11. CARRIERS CHARGES

11.1 Freight is payable by the Customer without prejudice to the Carrier's rights against any other person. Responsibility for payment of Goods sent freight on will remain with the Customer at all times whether or not the Customer is consignor or consignee. Where the consignee fails to pay within 30 days the freight shall be paid by the consignor.

11.2 Unless otherwise provided for in writing freight is charged on the weight or volume whichever is the greater. One cubic metre is equivalent to 333 kilograms. To calculate the volume of a consignment simply measure (in centimetres) length x width x height and divide by 3000. e.g. (120 x 130 x 145)/3000 = 754 kilograms. Uncrated machinery and articles required to be kept clear of other goods will be measured to a minimum height of 250 centimetres. Sea freight is charged as 1000 kilograms per cubic metre e.g. (120 x 130 x 145)/1000 = 2262 kilograms with a 230-centimetre height limit. Above 230 centimetres will be quoted on request.

11.3 Freight shall be deemed fully earned on receipt of the Goods by the Carrier and is non-refundable in any event.

11.4 Freight is due and payable by the Customer on the Carriers receipt of Goods at the time of pickup. If the Customer has a pre-approved credit account with the carrier the Customer shall pay the full amount owing as stated in the terms and conditions of the credit application. The Customer shall pay interest at the rate of 2% per month in respect of unpaid freight or on any other charges incurred by the Carrier pursuant to this Agreement.

11.5 Should the Carrier be delayed by the Customer for a period in excess of 30 minutes in loading, unloading or for any other reason beyond the control of the Carrier, the Customer shall pay to the Carrier the Carrier's reasonable costs and losses incurred by the Carrier due to such delay.

11.6 The Customer shall be liable for and shall pay for (in addition to Freight and storage charges and any other charges):- all other charges in relation to the Carriage of the Goods and/or any other services by the Carrier and/or any third party whether payable to the Carrier and/or third parties including excise and customs duties, shipping, customs, railway, port fees and other charges;

11.7 all taxes including sales tax and any tax in the nature of goods and services tax levied on all or any part of the goods and/or the Carriage or any other services. Unless otherwise specified, sales tax, Goods and Services Tax and any other applicable tax, duties or charges imposed by any government or statutory authority are additional to the price quoted and invoiced. Where sales tax or Goods and Services Tax (including any other tax duties or charges) are included in a quote, it is based on the rate ruling at the time of the quote and any subsequent variation is to the Customer's account.

### 12. FORCE MAJEURE

12.1 Where a party is unable, wholly or in part, by reason of any fact, circumstance, matter or thing beyond the reasonable control of the party affected

("force majeure"), to carry out any obligation under this Agreement, and that party:-

12.1.1 gives the other party prompt notice of such force majeure with reasonably full particulars thereof, and insofar as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and

 12.1.2 uses all possible diligence to remove that force majeure as quickly as possible;

that obligation is suspended, so far as it is affected by force majeure, during the continuance thereof.

12.2 Any obligation to pay money under this Agreement shall not be excused by force majeure.

12.3 The requirement that any force majeure shall be removed with all possible diligence shall not require the settlement of strikes, lockouts, or other labour disputes, or claims or demands by any government on terms contrary to the wishes of the party affected.

1. **PALLETS**

13.1 Vola Co does not transfer or exchange pallets

### 14. MISCELLANEOUS

This agreement is sent electronically and is acknowledged as a legal document.

Signature of agreement to the Conditions of Carriage and Storage

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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