

DANGEROUS GOODS TRANSPORT NSW

ABN 96 139 181 497

Springwood Industrial Area, Lawson Rd.

Springwood NSW 2777



SERVICE CONTRACT TERMS & CONDITIONS

(signature required at bottom)

1. DEFINITIONS. In these Terms and Conditions and on the front of this document:

1.1 **Dangerous Goods Transport NSW** means the company being engaged, Dangerous Goods Transport NSW.

1.2 **Ancillary matters** means anything done or to be done to or in relation to any Cargo including (inter alia) moving it to or from any warehouse, terminal, building, yard, wharf, platform or other place or area, loading or unloading it to or from any vessel, aircraft, vehicle, railcar, or other conveyance;

1.3 **Cargo** means goods, substances, articles and cargo of whatever description in respect of which this document is issued or otherwise delivered to and accepted by or on behalf of Dangerous Goods Transport NSW for transportation under the cover of this document;

1.4 **the Carriage** means the receipt of the Cargo by or on behalf of Dangerous Goods Transport NSW at the place of acceptance and the transportation of the same to, and the delivery thereof at the place of delivery and includes ancillary matters which may be incidental thereto or which Dangerous Goods Transport NSW may deem it expedient to effect in relation to Cargo while it is in the possession or under the control of Dangerous Goods Transport NSW or any Carrier's Agent;

1.5 **Carrier's Agent** means any person who is a contracted driver for Dangerous Goods Transport NSW, or who at any time during the Carriage is or becomes a servant or agent of Dangerous Goods Transport NSW or of a Contractor;

1.6 **Container** includes any container, crate, stillage, cage, case, pallet, tin, drum, or any receptacle; that contains dangerous goods for transportation;

1.7 **the Contract** means the contract of carriage pursuant to which the Carriage is to be effected or arranged by Dangerous Goods Transport NSW, being the contract of carriage contained in and evidenced by this and or any other associated Transport Document;

1.8 **Dangerous Cargo** means dangerous goods: hazardous materials, substances, and articles for the purposes of transportation which fall under any of the Classes and Divisions of Dangerous Goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail, and (if applicable) the Maritime Transport and Offshore Facilities Security Act 2003 and the Maritime Transport and Offshore Facilities Security Regulations 2003;

1.9 **Duration of Carriage (DOC)** means the time elapsed beginning with the arrival at the Place of Acceptance and ending with the departure from the Place of Arrival for any one-way delivery. If goods or paperwork are required to be returned to the Place of Acceptance, the DOC is considered ended upon return to the Place of Acceptance. For interstate journeys where the return journey is included in the DOC, the DOC is deemed ended upon arrival at the Dangerous Goods Transport NSW depot if not the Place of Acceptance;

1.10 **Owner** means a person (see 1.14) who at the commencement of the Carriage or at any time thereafter up to and including the time when the Cargo is delivered, or the Carriage otherwise comes to an end, owns or has any proprietary or possessory interest in or contractual or equitable right to or in respect of any Cargo, and includes the **Consignor**, the **Consignee** and any **Receiver**;

1.11 **Receiver** means any person who takes delivery, or on whose behalf delivery is taken, or who is entitled to claim and take delivery for and on behalf of the Owner, of any Cargo transported by Dangerous Goods Transport NSW or any Carrier's Agent at the place of delivery;

1.12 **Place of Acceptance** means the place where cargo is to be picked up from the Owner/Consignor by Dangerous Goods Transport NSW for transportation to an intended destination;

1.13 **Place of Delivery** means the place of final destination for the delivery of Cargo transported by Dangerous Goods Transport NSW on behalf of the Owner;

1.14 **Governmental Authority** means any government, any governmental statutory or administrative authority or department or other like body and any servant, agent, officer or representative of any such government, authority, department or other like body;

1.15 **Person** includes any person, corporation, company, partnership, organization, governmental authority or any other body corporate or incorporate. A Person Conducting a Business of Undertaking (PCBU.)

1.16 **Transport Document** means the required documentation for any delivery of dangerous goods which must be provided by the consigner to the carrier and accompany the driver until the successful delivery of the goods.

1.17 **Placard Load** means a quantity of dangerous goods which exceeds the weight or volume stated in legislation governing the transportation of dangerous goods. A vehicle carrying a Placard Load is required to display a diamond-shaped placard to the front and rear of the vehicle showing the Class/Division of the cargo being transported. Extra safety measures are required of the vehicle and driver and violation of any are each considered a severe legal breach. Placard Loads include dangerous goods (no matter what Class) in transport units each with a capacity of more than 500 litres or 500 kgs; toxic or flammable gases with an aggregate total of more than 250 kg or 250 litres; any substances or articles (no matter what Class) in Packing Group I (most dangerous) of more than 250 litres or 250 kgs; other Classes and Divisions of dangerous goods in Packing Groups II or III (lesser and least dangerous) with an aggregate total of more than 1000 litres or 1000 kgs; and infectious substances.

2. Not a Common Courier. Dangerous Goods Transport NSW is not a common carrier, does not accept the obligations or liabilities of a common carrier and may at its discretion refuse to carry any goods, articles, or cargo.

3. Acceptance of Cargo. The Cargo is accepted by or on behalf of Dangerous Goods Transport NSW from the Consignor upon and subject to these Terms and Conditions and in consideration of the payment to Dangerous Goods Transport NSW of freight as herein provided and all other charges payable.

3a. Segregation devices. It is the consignor's responsibility to ensure that segregation devices for the isolation of incompatible dangerous goods that need to be transported in close proximity to other Classes of dangerous goods are provided by the owner/consignor for each consignment where such Cargo is required to be segregated. The Cargo must be packed according to DG segregation rules and per the manufacturer's user instructions for the device. Dangerous Goods Transport NSW is licensed to transport fully packaged hazardous Cargo but is not licensed to package hazardous materials and dangerous goods. All Cargo must be completely and correctly packaged for pick up at the Place of Acceptance.

4. Variation of Terms and Conditions. Neither any waiver or variation of or addition to these Terms and Conditions, nor any agreement, arrangement, term, condition, warranty or representation of any nature with respect to Cargo or the Carriage, forms part of the Contract or shall bind Dangerous Goods Transport NSW or have any other effect unless it has been made or confirmed in writing by Dangerous Goods Transport NSW or it is a term or warranty which is implied in the Contract by reason of a statutory provision the application of which in relation to the Contract cannot be excluded, restricted or modified by any term of the Contract, and provided always that any special freight or price which has been agreed with Dangerous Goods Transport NSW in relation to the Carriage pursuant to Clause 7 shall be effective and bind Dangerous Goods Transport NSW under the Contract.

5. Use of Contractors. Dangerous Goods Transport NSW may contract or arrange on any terms for the whole or any portion of the Carriage to be performed by any other person or persons and in these Terms and Conditions "Contractor" means any such person.

6. Consignor responsibility. The Consignor warrants:

- a) It has fully and adequately described the Cargo, its quantity, nature, weight and measurements and complied with all applicable laws and regulations (including the Australian Code for the Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations, the International Maritime Dangerous Goods Code, the Maritime Transport and Offshore Facilities Security Act 2003 and the Maritime Transport and the Offshore Facilities Security Regulations 2003) about the notification, classification, description, labelling, transport and packaging of the Cargo and that, given the nature of the Cargo, the Cargo is packed in accordance with the provisions of the Australian Dangerous Good Code and per UN packing instructions and labelling requirements.
- b) The person authorising the cargo to be picked up for delivery has the authority of all Persons owning or having any interest in the Cargo to enter into these conditions on their behalf.
- c) It is either the Owner or the authorised agent of the Owner of the Cargo and it accepts these Terms and Conditions for itself and the Consignee as well as for any other person for whom the Consignor is acting; and,

- d) Neither it nor any other person will make an allegation or claim against Dangerous Goods Transport NSW or any other person about the Carriage, and the Consignor indemnifies Dangerous Goods Transport NSW from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the Consignor's obligations or these Terms and Conditions. Notwithstanding anything in this clause 6, marks, weight, measure, contents, quality, value, numbers, quantity and condition (including packaging) of the Cargo are unknown to Dangerous Goods Transport NSW and Carrier's Agent.
- e) The Consignor, the Consignee and each Receiver shall be severally liable for any loss, damage, cost or expense which Dangerous Goods Transport NSW or any Carrier's Agent may suffer by reason of the condition or packaging of the Cargo or occasioned either directly or indirectly to Dangerous Goods Transport NSW or any Carrier's Agent by reason of Dangerous Goods Transport NSW or any Carrier's Agent relying upon weight incorrectly specified in such description or particulars or any other error thereon or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of Cargo. The amount of all such cost, expense, loss and damage shall be a charge payable under the Contract.
- f) The goods are insured by the Owner of the goods, that in such an even of damage to the goods at pick up, during transportation, and unloading, the goods are covered by that insurance. Dangerous Goods Transport NSW offers no insurance for the goods themselves. This is entirely the responsibility of the Owner. **For clarification see Clause 13.**

7. Charges Freight shall be calculated and charged, at Dangerous Goods Transport NSW's option, on any one or more of DG Class or Division, UN Packing Group assignment, gross weight, measurement, value or quantity of the Cargo and Containers in which it is carried in accordance with Dangerous Goods Transport NSW's standard freight rates and charges operative at the commencement of the Carriage and applicable thereto. Such freight rates and charges are set forth in Dangerous Goods Transport NSW's current freight schedules as from time to time amended and are known to the Consignor. If a special rate or price has been agreed to by Dangerous Goods Transport NSW in respect of the Carriage, freight shall be calculated and charged as aforesaid in accordance with such specially arranged rate or price. In such cases, the following may not remain applicable. For the purposes of this clause the weight, measurement, value or quantity of the Cargo shall be deemed to be as specified in the quotation agreed upon for Contract provided that Dangerous Goods Transport NSW or any Carrier's Agent shall be entitled (but under no obligation) to check such particulars at any time and if the same are incorrect, the freight shall be adjusted accordingly, and the amount of all expenses incurred by Dangerous Goods Transport NSW or any Carrier's Agent in connection with such checking shall be a charge payable under the Contract if applicable.

7.1. Fuel Surcharge. A base fuel rate is given at the time of any quotation for regular, contractual work until such time that a re-negotiation of rates is undertaken. With this base price established a fuel surcharge is chargeable in any event of a fuel cost increase over the base fuel charge quoted and accepted at the beginning of contractual work. This especially applies to refuelling at service stations in rural locations whereby fuel costs are known to be significantly different from metropolitan fuel costs. The surcharge is calculated as per www.freightmetrics.com.au and appears on the invoiceable amount of the transportation component of the invoice charge. Fuel surcharge does not include tolls or any other non-carriage related costs (such as escort costs to port berths.)

7.2 Road Tolls. All road tolls during carriage, if applicable, are chargeable as an additional charge to the rate of the Service Contract for carriage.

7.3 Site Inductions. The time to undertake and complete any site inductions which are required to be done before the Place of Acceptance or Place of Delivery can be entered will be included in the duration of carriage.

7.4 Escort to Berths or Vessels.

7.4.1 Bluescope Port at Port Kembla utilizes a local taxi service to escort vehicles to and from the berths in the event that a driver is not inducted into the port. The taxi services charges a fee of \$50 each way which is payable up front (plus credit card fee.) All taxi fees that the driver has paid to be escorted to and from the berth shall be on-charged to the Owner/Consignor. Time spent in waiting for the taxi to arrive at the port or at the berth shall also be included in the duration of the Carriage and is chargeable under the Contract.

7.4.2 Other Sydney ports may insist on an escort to the berth using local Port operations staff and vehicles. If such is required, any time spent in waiting for the escort to arrive for entry or exit shall be included in the duration of the Carriage and is chargeable under the Contract.

7.4.3 Time spent to deliver to vessels at sea using tugboat services shall be included in the duration of the Carriage, and shall be charged for and is payable under the Contract.

7.5 Delays at Place Of Acceptance and/or Place of Delivery (fault of Owner and/or Receiver) If Cargo is not made promptly available to Dangerous Goods Transport NSW or the Carrier's Agent receiving the same at the Place of Acceptance, at the time arranged between the Consignor and Dangerous Goods Transport NSW or any Carrier's Agent, or if Cargo is not claimed and delivery thereof accepted immediately on its arrival at the Place of Delivery or so soon thereafter as Dangerous Goods Transport NSW or the delivering Carrier's Agent requires, the time spent waiting shall be included in the duration of Carriage and charged for, and is payable under the Contract. This includes time waiting for signatories to sign required paperwork.

7.6 Delays caused by "Acts of God" (no fault of Carrier, Owner, or Receiver.) If cargo is not able to be delivered within the timetable for delivery due to events which fall in the category of *Force majeure* ie. "Acts of God" then an immediate discussion

must take place upon the discovery of the *Force majeure* event with all ancillary matters and financial consequences made known to all parties in order to proceed. Should the Place of Delivery not be able to remain open to receive a delayed delivery, then it needs to be made known to the Owner and Receiver that the inability to receive will incur ancillary financial consequences. A *Force majeure* event is often complicated by the fact of the Receiver not being able or willing to enact measures to receive a delivery that has been severely delayed. Decisions about how to proceed must include whether the driver is to turn back, or wait and proceed, or find somewhere to stay overnight and deliver the following day, or where the goods will be alternatively stored if the Place of Acceptance or Place of Delivery are closed, and the costs to proceed. The final decision on how to proceed rests with the Owner and Consignor to Dangerous Goods Transport NSW, and the Owner and Consignor (if not the same person) must accept responsibility for any ancillary costs associated with that decision. In no way should it be expected that Dangerous Goods Transport NSW waives its Right of Payment (Clause 8) for costs to delay, return, store, and redeliver the goods because of the impossibility of initial delivery. **EXAMPLES:** A *Force majeure* event is any occurrence that is unexpected, was impossible to predict, and is beyond the control of all parties involved in the carriage of goods, such as natural disasters, police or military incidents, inclement weather causing conditions too dangerous to drive, road closures, road blocks, and detours caused by natural disasters such as floods or landslides, or accidents or incidents being attended by emergency services.

7.7 Last Minute Cancellations. A last-minute cancellation fee (“futile booking fee”) applies should a delivery be cancelled within 24 hours of being scheduled. This fee may be no less than three hundred dollars. All additional costs that would have been chargeable will be additional to this fee. In special situations this fee may be waived, however no costs of carriage that Dangerous Goods Transport NSW would have been obliged to pay irrespective of the cancellation shall be waived.

8. Right of Payment. Freight shall be deemed earned on acceptance of the Cargo from the Consignor, and all freight and all charges payable under the Contract shall be paid to Dangerous Goods Transport NSW and shall be and remain payable notwithstanding any refusal to accept or rejection of Cargo by the Receiver or any other person, and whether or not the Cargo is delivered in accordance with the Contract or at all. The Consignor of the goods with whom the Contract is entered into shall be and remain at all times severally liable for all freight, charges and other moneys which become payable to Dangerous Goods Transport NSW under the Contract, and to pay to Dangerous Goods Transport NSW on demand any such freight charges or other moneys which at any time remain unpaid. Right of Payment includes payment for any failed delivery due to any *Force majeure* event which prevented the driver from delivering the Cargo on time or at all.

9. Notice of Delivery. Dangerous Goods Transport NSW undertakes to notify the Consignee of the arrival of Cargo at the Place of Delivery. Following notification of the Consignee or any other person of the arrival of Cargo at the Place of Delivery and after any Cargo has been discharged or unloaded at that place, Dangerous Goods Transport NSW or any Carrier's Agent shall be at liberty to leave and abandon it entirely and thereupon the Carriage shall be deemed to be fully completed.

10. Dangerous Goods Declaration. The Consignor warrants to Dangerous Goods Transport NSW that any Cargo which is classified as “dangerous cargo” is stated correctly and the true nature and description of that Cargo is fully declared and recorded correctly on the Transport Document associated with the Cargo furnished by the Consignor. Each Owner shall be severally liable for and to indemnify Dangerous Goods Transport NSW and each Carrier's Agent against all loss, damage and expenses whatsoever directly or indirectly caused by any Cargo which is dangerous cargo that and shall indemnify Dangerous Goods Transport NSW and all Carrier's Agents against all claims which may be brought against them or any of them in respect of any such loss, damage or expense arising from incidents arising from hitherto unknown incorrect transport conditions.

11. Risk assessment of Goods for Carriage. If at any time after Cargo is received, Dangerous Goods Transport NSW or the Carrier's Agent believes for any reason that to carry out or continue the Carriage in the manner theretofore proposed or intended will be impractical, unsafe, unlawful or imprudent, or may cause loss, damage or delay of any kind, or otherwise concludes for any reason that the Carriage should not be effected or further effected either at all or without effecting additional ancillary matters, or otherwise taking additional measures or incurring additional expense or risk, Dangerous Goods Transport NSW and any such Carrier's Agent may terminate the Carriage and return or abandon the Cargo, if it considers that to be necessary, or may effect such additional ancillary matters and take such ancillary measures and incur such ancillary costs as may in its opinion be necessary to enable the Carriage to be effected or further effected and the cost of those additional ancillary matters and measures plus the amount of such additional costs shall be reimbursed to Dangerous Goods Transport NSW as a charge payable under the Contract, or Dangerous Goods Transport NSW or such Carrier's Agent may elect without notice to any Owner to discharge, unload, retain or deliver cargo at any place whatsoever which may elect without notice to any Owner to discharge, unload, retain or deliver cargo at any place whatsoever which Dangerous Goods Transport NSW or that Carrier's Agent considers to be necessary or convenient and, if Dangerous Goods Transport NSW or any Carrier's Agent so requires, that Cargo shall be claimed and delivery thereof shall be accepted at that other place and any additional costs and expenses incurred by Dangerous Goods Transport NSW or such Carrier's Agent in effecting such delivery at that other place (including cost of any storage of Cargo which in its discretion it may cause to be effected) shall be a charge payable under the Contract.

12. Lawful Acts of Omission or Commission. Any act or omission or other conduct on the part of Dangerous Goods Transport NSW or any Carrier's Agent which is in compliance with or otherwise due to any applicable statute, regulations or other laws, or any orders or requirements imposed by appropriate Governmental Authority, or directions given by any person or persons authorised to impose orders or requirements pertaining to applicable statute, regulations, or other laws or procedures shall form part of the Carriage and shall be deemed not to be a deviation or breach of the Contract. All duties, imposts, wharfage dues, escort services,

and other charges and expenses payable in respect of the Cargo or the Carriage may be paid by Dangerous Goods Transport NSW or any Carrier's Agent and the amount so paid together with any other costs and expenses of whatsoever nature arising out of or incurred by Dangerous Goods Transport NSW or any Carrier's Agent in complying with the applicable provisions, orders, requirements and directions as aforesaid shall be a charge payable to Dangerous Goods Transport NSW under the Contract.

13. Owner Responsibility for Goods and Insurance of Goods. At all times before, during and after the Carriage and under all circumstances Cargo shall be and remain for all purposes and in all respects at the sole risk of the Owners. Neither Dangerous Goods Transport NSW nor any Carrier's Agents shall be under any duty or liability whatsoever, and the Owner undertakes that no claim shall be made or brought by any Owner or other person against Dangerous Goods Transport NSW or any Carrier's Agent for or in respect of any loss or damage to or deterioration, contamination, evaporation, wrongful delivery, mis-delivery, delay in delivery (however extended) or non-delivery of Cargo whenever, wherever and however occurring or any damage, injury or loss of any nature whatsoever sustained or arising in consequence thereof, or otherwise howsoever for or in respect of anything done, purported to be done or omitted to be done by Dangerous Goods Transport NSW or any Carrier's Agent, occurring or arising during or in connection with the Carriage or otherwise in relation to Cargo. If any such claim should nevertheless be made the Owner shall indemnify Dangerous Goods Transport NSW against the consequences thereof. This clause shall apply notwithstanding that such loss, damage, deterioration, contamination, evaporation, mis-delivery, delay in delivery, non-delivery, thing done, purported to be done, or omitted to be done, or other matter or thing may constitute, involve or be solely or partly caused by or otherwise due to default or misconduct (including inter alia wilful default or misconduct), negligence, breach of the Contract, or other wrongful act, omission, or conduct on the part of Dangerous Goods Transport NSW or any Carrier's Agent or arises however otherwise in a way which but for this clause, would result in Dangerous Goods Transport NSW and/or any Carrier's Agent being liable therefore. The exclusions, releases and indemnities in this clause extend to loss of profits, business or anticipated savings or any other indirect or consequential damage and to economic loss and even if Dangerous Goods Transport NSW knows they are possible or otherwise foreseeable.

13.1 Rights, defences, exceptions, immunities, limitations of liability. (With regards to Clause 13) Nothing whatsoever done or omitted to be done or other conduct by Dangerous Goods Transport NSW and/or any Carrier's Agent in breach of the Contract or otherwise howsoever lawfully or unlawfully, shall under any circumstances constitute a fundamental breach of the Contract, or a deviation or departure therefrom, or repudiation thereof, such as to have the effect of disentitling Dangerous Goods Transport NSW or any Carrier's Agent from obtaining the benefit of and enforcing all rights, defences, exceptions, immunities and limitations of liability and other protections of Dangerous Goods Transport NSW and Carrier's Agents contained in these Terms and Conditions and all such rights, defences, exceptions, immunities, limitations of duty and liability and other like protections shall continue to have full force and effect in any event whatsoever. Nothing in this clause shall be construed as in any way limiting or detracting from the generality of clause 13.

13.2 Recovery of claims (with regards to Clause 13) If at any time any Owner or other person recovers any sum from Dangerous Goods Transport NSW or any Carrier's Agent pursuant to a claim brought against Dangerous Goods Transport NSW or that Carrier's Agent contrary to the terms of clause 13 a like sum shall thereupon become immediately due and payable to Dangerous Goods Transport NSW as a charge payable under the Contract.

14. Carrier Responsibility for Carrier Agents. To the extent necessary to give full effect to all of the foregoing Terms and Conditions and to entitle every Carrier's Agent to obtain and have the benefit of (and rely upon in respect and in defence of any claim brought by any Owner or other person) the provisions of clauses 13 and subclauses and each and every other provision of these Terms and Conditions which by its terms applies or extends to a Carrier's Agent, Dangerous Goods Transport NSW in making the Contract, in addition to acting for itself, is and shall be deemed to be acting as the agent of and trustee for every Carrier's Agent who at any time directly or indirectly takes part in the Carriage or is in any other way howsoever involved in any matter included in the Carriage or responsible for anything which may occur to or in respect of Cargo between commencement and conclusion of the Carriage, and each such Carrier's Agent is and shall be deemed to be a party to the Contract for the purpose of entitling him as aforesaid, and so far as may be required to give full effect to this clause, Dangerous Goods Transport NSW shall hold the benefit of the Contract for all Carrier's Agents as well as for itself. It is agreed that the benefit of this clause and all other provisions contained herein apply and extend to a Carrier's Agent whether or not the carrier has any liability whatsoever under this Contract or in respect of the Cargo.

15. Bill of Ladings. If in the course of or otherwise in connection with the Carriage, Cargo shall be loaded on board a vessel for transportation by sea, the Contract and in particular these Terms and Conditions shall continue to apply. NO BILL OF LADING WILL BE ISSUED. Dangerous Goods Transport NSW does not undertake the seaworthiness of any such vessel, either at or after the commencement of the voyage. Bills of Lading are the responsibility of the Consignor and the Shipping agency.

16. Owner Acceptance of Terms and Conditions. Each Owner accepts and agrees to be bound by every provision of these Terms and Conditions which by its terms applies or extends to him or purports to bind or affect him in any way, and all Owners are and shall be deemed to be parties to the Contract so far as may be required to give full effect to this clause and so as to enable Dangerous Goods Transport NSW and any Carrier's Agent to enforce all of these Terms and Conditions according to their terms.

17. Consignor Acceptance of Terms of Conditions. The Consignor warrants that he makes the Contract for himself and also as agent for and on behalf of all Owners severally and that he is duly authorised by each Owner to make the Contract on that

Owner's behalf. The Consignor undertakes that if at any time hereafter any Owner asserts or pursues against Dangerous Goods Transport NSW or any Carrier's Agent, any claim to which Dangerous Goods Transport NSW or that Carrier's Agent has a good defence by reason of these Terms and Conditions, or would have had a good defence by reason of these Terms and Conditions if that Owner had agreed to and was bound by these Terms and Conditions as fully in all respects as the Consignor, then the Consignor shall indemnify and keep indemnified Dangerous Goods Transport NSW or that Carrier's Agent against that claim and against all legal costs and expenses whatsoever which Dangerous Goods Transport NSW or that Carrier's Agent may incur or become liable to pay in connection with any action or proceedings relating thereto.

18. Unlawful Provision. If any provision of these Terms and Conditions is unlawful, then that provision shall, to the extent to which it is unlawful, not form part of these Terms and Conditions.

19. Goods and Services Tax. GST shall not be charged during and while Dangerous Goods Transport NSW is not registered for GST.

20. New South Wales Jurisdiction. These Terms and Conditions are governed and must be construed under the laws of the State of New South Wales and the parties submit to the exclusive jurisdiction of the courts of that State.

I agree to the Terms and Conditions set forth above

Name: _____ Position: _____

Company: _____ Date: _____