

1. Services:

The Carrier (which expression includes the carrier's employees, agents and subcontractors) (the **Carrier**) agrees to provide non-exclusive transport of agricultural commodities (**Commodity**) and other goods, as requested by Louis Dreyfus Company Grains Logistics Australia Pty Ltd (ABN 39 087 280 260) (and/or any of its related bodies corporate as defined in the *Corporations Act 2001* (Cth)) (the **Client**) from time to time for journeys and at freight rates as agreed between the Carrier and the Client ("**transport services**"). The Carrier is deemed to have accepted these terms and conditions once it commences providing the transport services.

2. Carrier Obligations:

- a) The Carrier must perform the transport services on any date(s) and within any time(s) agreed by the Carrier and the Client, except in circumstances beyond the Carrier's control.
- b) The Carrier must at all times ensure that its employees, agents and subcontractors who perform the transport services for the Client are adequately skilled and trained to carry out the transport services in an efficient manner and are appropriately licensed to provide the contracted transport services. They must undertake any site safety assessments and induction programs reasonably requested or provided by the Client.
- c) The Carrier must at all times ensure that it obtains all necessary permits or authorisations to provide the transport services (including over mass and over dimensional permits), complies with all conditions imposed by any such permits and complies with any directions of police and other law enforcement officers in the performance of the transport services.
- d) The Carrier is responsible for selecting an appropriate vehicle for the contracted transport services and when selecting a particular vehicle the Carrier must ensure that the construction, axle configuration and condition of the vehicle is such that it can transport the contracted load without contravening any road transport law in the State or Territory where the services are provided. The Carrier will ensure that all vehicles used in connection with providing the transport services are at all times registered, in good and safe working order and regularly maintained by qualified mechanics.
- e) The Carrier will not employ, in the provision of transport services, vehicles that are unregistered and that are not covered at least by third party person and property insurance.
- f) The Carrier will comply with any law, regulation, compulsory code or voluntary code in Australia and/or State or Territory in which the transport services are preformed, that applies to the transport of the Commodity or persons by road or to the use of a vehicle on the road including but not limited to the *Heavy Vehicle National Law*, and laws relating to registration of vehicles, licensing of drivers, mass and loading of vehicles, vehicle standards, driver working hours, speed and traffic regulation, vehicle emissions, bio-security and the transport of dangerous goods ('**road transport law**').
- g) The Carrier will ensure that the Commodity is not contaminated or otherwise down-graded by the residues of previous loads.
- h) The Carrier may only engage a subcontractor by prior written agreement with the Client and on condition that any subcontractor accepts the same obligations and liabilities that the Carrier is subject to under these conditions.
- i) The Carrier shall be responsible for the acts, omissions, defaults and neglect of any subcontractor as if they were the acts, omissions, default or neglect of the Carrier itself. No assignment or subcontracting of the transport services shall relieve the

Carrier from any liability under its agreement with the client.

- j) The Carrier shall ensure that it and its employees, servants, subcontractors and agents wear appropriate Personnel Protection Equipment (**PPE**), including high visibility safety vests and safety boots and eye protection during loading and unloading operations. It is the carrier's responsibility to provide its employees, servants, subcontractors and agents with the required PPE at the cost of the carrier.
- k) The Carrier will keep confidential any commercially sensitive information it is given regarding the Client's and/or the Client's customers, business and business practices which is not generally known, except where the Carrier is required to divulge such information under compulsion of law or with the written consent of the Client.

3. Carrier invoicing and payment for services:

- a) The Carrier agrees to invoice the Client within seven (7) days of completion of each assignment for transport services. The Client agrees to pay the Carrier for the provision of the transport services within thirty (30) days (or such other period as may be agreed in writing) of receipt of a tax invoice for GST purposes.
- b) The Client is not required to pay any amount in respect of transport services which are not performed or provided in accordance with the terms and conditions of this agreement between the Client and the Carrier.

4. Indemnity:

- a) The Carrier indemnifies the Client for any loss or damage (including reimbursement of any costs or expenses incurred in assessing the loss or damage and enforcing this indemnity) incurred by the Client to the extent arising out of the negligence or willful default of the Carrier or a breach by the Carrier of a material relevant term or condition of the agreement, including but without limitation arising out of the injury of persons or damage to third party property caused by the Carrier.

- b) Notwithstanding clause 4(a), the Carrier will not be liable to the Client for any indirect or consequential loss or damage, including and without limitation, loss of profit, loss of opportunity or loss of reputation where such loss or damage is caused by the Carrier's negligence or recklessness.

5. Risk and Insurance

- a) The risk of accidental loss or damage of Grain from the time it is loaded on the carrier's transport to the time it is unloaded lies with the Carrier. The Carrier should have transit insurance to cover this risk, and must produce evidence of currency if requested by the client.
- b) The Carrier must, at its expense, take out and maintain the following policies of insurance with a reputable insurer:
- (i) insurance against liability to its employees and workers arising by statute or at common law relating to worker's compensation, or any other obligation for which it is liable under workers compensation legislation in any relevant jurisdiction, including liability under any self-insurer license approved by any relevant authority;
 - (ii) comprehensive third party insurance in respect of each Vehicle;
 - (iii) public liability insurance to a minimum amount of cover of \$20 million for any one occurrence or series of occurrences arising from one event; and
 - (iv) insurance against loss or damage to goods in transit to a minimum amount of cover of \$20,000.00.
(together the "**Required Insurance**").
- c) Policies in respect of the Required Insurance must be current and valid during the period from 1st January - 31st December each year.

6. General:

- a) [**Not common carrier**] The Client acknowledges that the Carrier is not a common carrier.
- b) [**Independent Contractor**] The Carrier is engaged as an independent contractor. It is not an employee, partner, joint-venturer or agent of the Client.
- c) [**Responsibility for fines and penalties**] If the Carrier fails to comply with any road transport law, the Carrier will be responsible for all fines and penalties, loss and damage incurred as a result of that failure.
- d) [**Audit**] While the Carrier performs transport services for the client, and for a period of 5 years after the last performed transport service, upon 14 days' written notice from the client, the Carrier must make its books and records relevant to compliance with the road transport law, including but not limited to, maintenance records of the vehicles used to provide the services, available to the Client for inspection.
- e) [**Paramountcy**] These terms and conditions are incorporated in all contracts entered into by the Client with carriers and to the extent of any inconsistency with other terms and conditions of the contract between the Client and the Carrier (for example standard terms of consignment notes), these terms and conditions shall always prevail.
- f) [**Law and Jurisdiction**] The agreement between the parties incorporating these terms and conditions is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.
- g) [**Benefit of contract**] In these terms and conditions the expression "the client" refers to the company that has sent the covering letter to these terms and conditions, ("**the client**") and where the context permits includes Louis Dreyfus Company Grains Logistics Australia Pty Ltd (ABN 39 087 280 260 and its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)). The Carrier acknowledged and agrees that any obligations and indemnities given under these terms and conditions may be enforced by the Client in its own right and on behalf of its related bodies corporate and that any reference in these terms and conditions to loss or damage incurred by the Client include loss or damage suffered by the Client's related bodies corporate.

The indemnities and confidentiality obligations contained in this agreement are continuing and survive the termination of the agreement.

I, [Name]on behalf of [Legal business entity name].....

[Carrier ABN] acknowledge that I (on behalf of the Carrier) have read LDC's Road Carrier Terms and Conditions and agree to perform all services for LDC in accordance with the terms set out in the Terms and Conditions.

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Date

Please Sign and Return with Required Insurance certificates.