



STORAGE TERMS AND CONDITIONS

1. The following Terms and Conditions relate to an Agreement/Contract by Breeze for the **STORAGE** of goods for its Consignors/Customers. For Terms relating to the Transport see Breeze Terms and Conditions for Transport which should be read in conjunction with these Terms and Conditions.
2. Any goods that Breeze accepts for **STORAGE** will be strictly subject to these Terms and Conditions and no waiver or variation will be accepted unless it is in writing and signed by an Officer of Breeze.
3. **DEFINITIONS:**
 - "Breeze" means Breeze Logistics Pty Ltd the registered office of which is at Unit 8, 13 Walkers Road, Nunawading VIC 3131.
 - "Consignor" means the owner of the goods, the customer of Breeze, the person which term includes a company who with authority authorizes storage, delivers and/or removes the goods from storage or the entity who may otherwise have any claim to compensation for the loss or damage to the goods.
 - "Storage" Goods are in storage when they are not in transit, not on consignment to a defined destination and are strictly deposited to be stored for a period of time. Storage commences at the earlier of when the goods are on Breeze's inventory or when they are received for the express purpose of storage.
 - "Location" means any Breeze authorized storage centre.
 - "Goods" means foodstuffs including juices howsoever packaged.
 - "Force Majeure" means an Act of God, and outbreak of hostilities, an act of any government, fire, explosion, flood, inclement weather or natural disaster, a declaration of a state of emergency, industrial action including strikes and lockouts, power failure, motor vehicle accident, the fault of any supplier under material contracts, any unexpected breakdown of refrigeration plant, machinery or escape of refrigerant, any other cause, impediment or circumstance beyond the reasonable control of Breeze.
4. **GENERAL CONDITIONS**
- 4.1 **Insurance.** The Consignor will effect and maintain the insurance as set out below on all goods to be stored by Breeze:
 - (a) public risk to the extent of \$10,000,000; (b) insurance of the goods against loss, damage or destruction for the full insurance value or replacement value or reinstatement value of the goods and (c) in respect of worker's compensation in respect of all employees of the Consignor who may attend at the location. In the event of any loss or damage of the items referred to in the policy of insurance Consignor will promptly apply all moneys received from an insurance claim in the restoring, replacing, repairing or reinstating the items that have been damaged or broken or lost.
- BREEZE DOES NOT INSURE ANY ITEMS WHICH ARE HELD IN STORAGE**
- 4.2 **Discretion.** Breeze may at its sole discretion refuse to accept storage of some or all of the goods submitted to it for storage. If in Breeze's opinion the goods are liable to become dangerous, inflammable, volatile or offensive or damaging in nature Breeze may at any time without notice and at the Consignor's cost destroy, dispose of, abandon or render harmless the goods without any prejudice to any rights to charge.

If any identifying document is lost, damaged, destroyed or defaced, Breeze may at its sole discretion open any carton, wrapping, package or other container in which goods are placed to inspect them either to determine their nature or condition or to determine ownership.
- 4.3 **Commencement.** Subject to any provisions to the contrary the Agreement/Contract shall commence from the time of storage and will continue until it is terminated by the removal of the goods from storage.
- 4.4 **Details.** At the time storage commences the Consignor must give full details to Breeze of the description of the items, pallet space, quantity, weight, quality, value and measurements concerning the goods and any directions that it has in regard to their cold storage such as temperature, humidity, and other relevant factors. Further, whether in its opinion the goods may become dangerous, inflammable, or offensive.
- 4.5 **Collection and Delivery of Goods.** Unless and until all charges have been paid, and a receipt is signed by or on behalf of the Consignor or any persons applying to collect the goods if not the Consignor who tenders a proper authority signed by the Consignor, Breeze does not have to make the goods available to any such person.
- 4.6 **Standing Vehicles.** The Consignor shall not permit any vehicles belonging to it or any person delivering goods for storage at the location to block or stand on any service road or pavement at the location except when actually loading or unloading the goods for storage.
- 4.7 **Warranties and Obligations.** The Consignor will give written notice in the event that the goods are to be collected by 2.00pm on the day prior to their collection.

The Consignor will not do or allow anything to be done which may cause annoyance, nuisance, grievance, disturbance or damage at the location.

The Consignor warrants that the details it provided at the time of storage are complete and accurate and the goods are free from encumbrances, charges or liens and are clearly marked and easily identifiable and packed in a way that they can be lawfully handled, transported, stored without breaching Occupation & Health Standards.

Breeze warrants that it will safely and properly store the goods in accordance with their proper guidelines (and the Consignor's reasonable directions) and use appropriate warehousing systems for repacking, sorting and handling.
- 4.8 **Charges.** The Consignor must unless otherwise agreed pay Breeze its charges within seven days of receipt of its invoice, and will pay Breeze's expenses and charges in connection with any law, regulation or order or other charge that it incurs in relation to the goods, outside of the control of Breeze. Further, the Consignor will pay any additional charge incurred due to the Consignor's delay or the cost of opening or inspection of the goods or the necessary destruction of the goods or if necessary the costs of any time re-quantifying re-weighing or re-measuring the goods.
- 4.9 **Lien.** Breeze has a general lien on the goods and any other goods of the Consignor which is or are in Breeze's possession from time to time for moneys due or which become due on account of storage. If the charges referred to above are not paid as and when they fall due or the goods are not collected as and when required (or agreed) Breeze may after giving notice in accordance with these Terms and Conditions remove any or all of the goods at the Consignor's risk or expense or open and sell any of the goods and apply the proceeds of sale to discharge the lien and costs of sale and deduct or setoff from any other moneys due from Breeze to the Consignor.
- 4.10 **Default and Termination.** Breeze may end this Agreement/Contract if the Consignor does not pay the charges or meet the obligations herein set out or if a corporation goes into liquidation, has an official manager or receiver appointed or has any Court order made against it which could relate to the goods in Breeze's storage, or is unable to pay their debts as and when they fall due or has committed an act of bankruptcy.

In the event of any default as aforementioned Breeze will give the Consignor written notice indicating that a default has occurred and asking the Consignor to remedy it or them within seven days.

In the event that the Consignor does not comply with this notice this Agreement shall be terminated save for the necessary provisions which shall continue and if the Consignor leaves the goods in storage after it has been terminated Breeze may then exercise its rights of lien

Neither the expiration nor termination of this Agreement/Contract shall release the Consignor from the obligations to pay all charges owing to Breeze or to perform all of its other obligations. Subject to the foregoing Breeze shall not by reason of the expiration or lawful termination of the Agreement/Contract be liable to the Consignor for compensation, damages on account of loss of present or prospective profits or expenditures investment commitments made in connection therewith or in connection with the establishment development or maintenance of the Consignor's business or goodwill.
- 4.11 **Claims.** No claim for loss or damage to the goods may be made against Breeze unless a Notice of Claim in writing is received by Breeze within seven days of the removal of the goods from storage and no claim shall be brought unless such action is taken within six months of the date of removal of the goods from storage. Failure to notify a claim within the time specified above is evidence of satisfactory performance by Breeze of its obligations.
- 4.12 **Loss or Damage to Goods.** To the maximum extent permitted by law the Consignor agrees that Breeze has no liability and will not be liable to the Consignor or any other person for any costs, expenses, loss or damage of any kind in any way arising out of or in connection with the storage of the goods or arising out of or connected with the Agreement/Contract except by reason of gross negligence or where Breeze has purposely acted in bad faith.

The Consignor releases Breeze and indemnifies it and holds it harmless against all loss, damage, costs and expenses for any claim by any person for loss or damage to property, injury and death except arising out of acts or omissions or negligence on behalf of Breeze.

Breeze shall not be liable for any direct or indirect loss or damage to the goods or otherwise suffered by the Consignor arising from non-performance or late performance by Breeze caused by Force Majeure. If Breeze is wholly or partially prevented from performing its obligations under this Agreement/Contract by a Force Majeure event then the obligation to perform in accordance with this Agreement/Contract shall be suspended for the duration of the Force Majeure event and if such event continues for a period longer than seven days then the Consignor or Breeze may be written notice to the other terminate this Agreement/Contract.
- 4.13 **Law.** The conditions of this Agreement/Contract are governed by and will be constructed under the Laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of that State.
- 4.14 **Goods and Services Tax.** Breeze must as soon as practical give the Consignor a Tax Invoice which sets out the GST on any taxable supply that it makes.