

Please read all of the below terms and conditions carefully.

Please note that, unless otherwise agreed in writing, we supply services priced on the basis that you assume liability for any loss or damage to the goods you consign to us. As a result, to the extent permitted by law:

- the goods you consign to us will be at your sole risk;
- we will not be liable to you for any loss of or damage to the goods, or any consequential loss you suffer, even if those losses or damage are caused by our negligence.

You should take out your own insurance cover for the goods and any consequential losses you may suffer.

You will be bound by the below terms and conditions if you consign any goods to us for transport or storage.

## TERMS AND CONDITIONS OF CARRIAGE

### Introduction

1. These T&Cs set out the Carrier's standard terms and conditions of Carriage. As provided below, while these standard terms and conditions can be amended from time to time pursuant to clause 46, they can only be amended to suit a Sender's particular needs by written agreement pursuant to clause 47.
2. The below standard terms and conditions impose warranties, indemnities and obligations on the Sender; and also exclude or limit the Carrier's liability for Misdelivery and Loss or Damage; and also restrict the Sender's ability to claim against the Carrier in the event of Misdelivery or Loss or Damage, even if the Sender does not effect insurance to protect it from Misdelivery and Loss or Damage.

### Chain of Responsibility

3. The Carrier, Sender and consignee must comply with their CoR obligations, and in particular, the Sender and the consignee must not impose any requirements on the Carrier or the Carrier's Personnel or Subcontractors that would directly or indirectly encourage or require the Carrier or the Carrier's Personnel or Subcontractors to speed, drive while fatigued, or otherwise perform the whole or any part of the Carriage in an unsafe manner or in breach of CoR.

### Obligations of the Carrier

4. The Carrier must: (a) take reasonable care to protect and safeguard the Goods; (b) provide the Carriage exercising the degree of skill, care and efficiency that would be expected of a competent provider of services of Carriage; (c) at its own expense, hold all licences as may be required by Law in connection with the Carriage; and (d) subject to compliance with all Laws, CoR, and Procedures, use reasonable endeavours to effect delivery of the Goods to the address nominated by the Sender within Transit Times, or at the date and time requested by the Sender where applicable, and obtain a delivery receipt for the Goods.

### Delivery

5. The Carrier will be conclusively presumed to have delivered the Goods if the Carrier obtains from any Person in attendance at the point of delivery a receipt for the Goods, but the Carrier is under no obligation to deliver the Goods to any particular Person at the delivery location. If the nominated place for delivery is unattended or contactless delivery is required, the Carrier may deposit the Goods at that place (which will be conclusively presumed to be due delivery hereunder). If delivery cannot be effected by the Carrier or the receiver refuses or

otherwise fails to take delivery of the Goods, the Carrier may continue to attempt delivery or return the Goods to the Sender; and may charge Freight Charges for every delivery attempt and/or return of the Goods. The Sender is not entitled to withhold payment of Freight Charges even if the Carrier fails to obtain a receipt.

6. The Carrier is authorised by the Sender to assume that the Goods do not require temperature or humidity control unless particular arrangements in writing as to the nature of the Goods and the particular temperature or humidity range required to be maintained are agreed by the Carrier prior to consignment of the Goods even though the Carrier may or should be aware from the nature of the Goods or their Packaging or otherwise that such arrangements should be, or in the usual course are, made for such Goods.
7. The Carrier may open and inspect Goods, including any document or Packaging, to determine their nature or condition or for the purpose of determining their ownership or destination.
8. Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless if, in the opinion of the Carrier acting reasonably or at the instruction of any Authority, the Goods are or are liable to become of a dangerous and/or flammable and/or damaging nature, without compensation to the Sender and without prejudice to the Carrier's right to charge Freight Charges.

#### Storage

9. Where Goods are Stored by the Carrier at the request of the Sender, the Sender will provide: (a) an address to which notices can be sent; (b) samples of the signatures of Persons entitled to collect the Goods; and (c) an inventory of the Goods to be Stored. The Carrier may remove the Goods from a place of Storage to another place of Storage at its discretion. Storage charges do not include removing, packing, unpacking, inspecting, stowing, restoring or delivering. The Sender must give 48 hours' notice to the Carrier of its intention to remove Goods from Storage.
10. The Carrier will not be obliged to allow an inspection of Goods in Storage or to deliver up any Goods in Storage: (a) to any Person other than the Sender or a Person authorised in writing by the Sender; or (b) in circumstances where any amount is due by the Sender to the Carrier on any account whatsoever. The Sender must remove its Goods from Storage within seven days of receipt of written notice from the Carrier.

#### Freight Charges

11. The Carrier may charge Freight Charges by quantity, weight, measurement or value, and may at any time re-weight, re-measure or re-value the Goods and charge additional Freight Charges accordingly.
12. The Sender acknowledges and agrees that Freight Charges will be considered earned at the time of consignment of the Goods and whether the Goods are delivered to the consignee or not and whether damaged or otherwise.
13. All customs duty, excise duty, taxes, levies, charges and costs which the Carrier becomes liable to pay or pays in respect of Goods pursuant to any Law must be paid by or reimbursed to the Carrier by the Sender.
14. Where the undisputed portion of a tax invoice is not paid within the Payment Terms, or the outstanding balance on account of the Sender exceeds the Sender's credit limit, the Carrier may suspend the provision of Services until payment of the undisputed portion of the tax invoice is received or the balance on account of the Sender is within the Sender's credit limit; and such suspension will not constitute a breach of the Contract of Carriage.

15. The Sender agrees to pay all sums due to the Carrier without any deduction, counterclaim or set-off. Under no circumstances will any payment of Freight Charges be refunded.
16. The concept of "receiver pays" has no application whatsoever in relation to the Contract of Carriage and all Freight Charges are the sole responsibility of the Sender.

#### Lien

17. Goods are accepted subject to a general lien for all amounts now due or which may become due to the Carrier by the Sender on any account or in respect of any other amount owing by the Sender to the Carrier. Without prejudice to any other rights the Carrier may have under Law, if the lien is not satisfied and/or Goods are not collected or are undeliverable, the Carrier may without notice, in the case of perishable Goods dispose of the Goods forthwith and in any other case upon the expiration of one month, open any Packaging and sell such Goods or part thereof upon such terms as it thinks fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable for any resulting loss.
18. The parties agree that the lien arising hereunder: (a) attaches to the Goods when the Goods are accepted by the Carrier for Carriage; and (b) is a security interest. On request by the Carrier, the Sender must promptly do anything for the purposes of ensuring that any security interest created under, or provided for by, these T&Cs is enforceable, perfected (including perfection by registration), maintained and is otherwise effective. Anything that is required by the Sender to be done under this clause will be done at the Sender's expense. The Sender agrees to reimburse the Carrier's costs in connection with any action taken by the Carrier under or in connection with this clause. The parties agree that, to the extent permitted by the PPSA, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply (unless the Sender is notified otherwise by the Carrier) and any right to receive a notice, statement or verification statement under sections 129, 130, 132, 134, 135 or 157 of the PPSA is waived.

#### Obligations of the Sender

19. The Sender must: (a) where the Goods require special treatment or handling, provide written notice to the Carrier of the special treatment or handling required; (b) ensure all Goods are clearly and accurately labelled and fit for Carriage; (c) comply with all Laws and Codes that deal with the loading and separation of Dangerous Goods by the Sender onto the Carrier's vehicle; (d) ensure that the loading of the Goods onto the Carrier's vehicle by the Sender will not cause the vehicle to exceed any dimension or mass limits under CoR; (e) provide all documents, information and assistance necessary to allow the Carrier to comply with all Laws and Codes and the requirements of any Authority; and (f) fully and adequately described the Goods to the Carrier in the consignment note data provided to the Carrier, however any mention in the consignment note data given when effecting pick-up or taking delivery as to the quantity, quality or condition of the Goods is no more than a record of the pick-up or delivery and cannot be construed as evidence of those details.

#### Warranties and indemnities of the Sender

20. Goods are accepted for Carriage subject to the following:
  - (a) the Sender warrants that the Goods are fit for Carriage and have been suitably packaged for that purpose and it has complied with all Laws and Codes and any expenses or charges incurred by the Carrier in complying with the provisions of any such Law or Code or with any order or requirement thereunder or with the requirements of any Authority or company will be paid by or reimbursed to the Carrier by the Sender;
  - (b) the Sender warrants that it has the authority of all Persons owning or having any interest in the Goods to enter into the Contract of Carriage on their behalf; and
  - (c) the Sender warrants that it does not employ

fewer than the number of persons necessary for the Contract of Carriage to be a small business contract under section 23(4)(b) of the ACL.

21. The Sender must indemnify the Carrier against all loss (including Consequential Loss), damage or injury howsoever caused by any Dangerous Goods consigned by the Sender whether declared as such or not and whether or not the Sender was aware of the nature of the Goods. The Sender warrants that it has complied with all Laws and Codes relating to the nature, packaging, separation, labelling or cartage of any Dangerous Goods and that the Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature; and agrees to indemnify the Carrier for any liability whatsoever as a result of or arising out of the Sender's failure to comply with each of these warranties.
22. The Sender must indemnify and hold harmless the Carrier from and against all claims, demands, actions and proceedings made or instituted against the Carrier by any third party as a result of a breach of the Sender's obligations under these T&Cs.
23. To the extent permitted by Law, the Sender must indemnify and hold harmless the Carrier from and against any liability whatsoever in respect of the Goods to any Person (other than the Sender) who claims to have, who has, or who in the future may have any interest in the Goods or any part thereof.
24. To the extent permitted by Law, the Sender must indemnify and hold harmless the Carrier and the Carrier's Personnel and Subcontractors from and against any claim, demand, liability or expense arising out of any illness, injury to or death of any individual, and any loss of, damage to or destruction of property arising as a result of, or significantly contributed to by, any negligence, malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct of the Sender or the Sender's Personnel.
25. The Sender agrees to release and indemnify the Carrier from and against any liability for loss of or damage to any Packaging or the failure of the Carrier to return or de-hire Packaging or to transfer or correctly transfer Packaging on or off any hire account.
26. The Sender agrees that no claim or allegation will be made against any Personnel or Subcontractors which imposes or attempts to impose upon such Persons any liability whatsoever arising out of or in any way connected with the Goods and/or the Carriage thereof whether or not arising out of negligence or omission on the part of any of them; and if such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.
27. All the Sender's warranties and indemnities given hereunder are absolute and survive the termination or expiration of the Contract of Carriage and the Sender's liability for a breach will not be reduced or excused due to the breach or probable breach being (or being such as should have been) apparent to the Carrier.

#### Application of Law

28. Notwithstanding any other provision hereof, these T&Cs shall be read subject to any terms, conditions, guarantees or warranties imposed or implied by the ACL or any other Law but only insofar as such Law may be applicable and prevents either expressly or impliedly the exclusion, modification or limitation of any such term, condition, guarantee or warranty.
29. To the extent that any clause or any part of any clause herein is or would be void, excluded, restricted or modified under the ACL, such clause (or relevant parts thereof) shall be read as restricting the Sender's or any other Person's entitlements only to the extent of limiting the Carrier's liability to the greatest extent permitted by the ACL in the particular circumstances.
30. To the extent permitted by Law, all conditions, guarantees, terms and warranties which would otherwise be imposed or implied into these T&Cs by the ACL or any other Law are

excluded. Without limitation, this exclusion applies to any conditions, guarantees, terms or warranties of merchantability or of satisfactory quality applying to the Carriage.

#### Notification of a claim

31. Notwithstanding any other provision hereof (other than clause 28), the Carrier will in any event be discharged from all liability to the Sender whatsoever in respect of the Goods unless notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based, including the basis for and calculation of the quantum) is given to the Carrier within 30 days from the earlier of: (a) the delivery of the Goods; (b) the date on which, in the ordinary course of business, delivery would have been effected; and (c) the date of the tax invoice charging Freight Charges for the Carriage of the Goods.

#### Exclusions and limitations of liability of the Carrier

32. The Carrier is not a common carrier and will accept no liability as such. The Carrier reserves the right to refuse the Carriage of goods from or to any Person and the Carriage of any class of goods at its discretion; and all Carriage is performed by the Carrier subject to these T&Cs.
33. The Carrier will not be liable for any failure or delay in performance of the Carriage if such failure or delay is due, in whole or in part, to any cause whatsoever beyond its control, including due to a Force Majeure Event.
34. The Goods are at the risk of the Sender. Notwithstanding any other provision hereof (other than clauses 28 and 38), the Sender acknowledges and agrees that the Carrier will not, in any circumstances, be under any liability whatsoever (whether in contract, tort (including negligence), bailment or otherwise in Law or in equity) for any Misdelivery or Loss or Damage in excess of the liability (if any) accepted by the Carrier for Loss or Damage in the Proposal, whether in transit or Storage or otherwise, including where such Misdelivery or Loss or Damage is caused or alleged to have been caused by the negligence or omission or default of the Carrier or a Force Majeure Event.
35. Notwithstanding any other provision hereof (other than clauses 28 and 38), the Carrier will not be liable for any Misdelivery or Loss or Damage caused by, significantly contributed to by, or resulting from: (a) a Force Majeure Event; (b) the Carrier following or, acting reasonably, failing to follow, the Sender's instructions; (c) the Goods becoming infected or contaminated with any virus, bacteria, fungi, pathogen, disease, mould, vermin or like condition; (d) vibration, road conditions, weather or weather events of any kind whatsoever; (e) the Goods being inherently defective or in such a condition that they cannot be loaded, unloaded or transported by road without damage; (f) the inherent vice or nature of the Goods; (g) a decline in value, or loss of value, as a result of the Goods becoming past their 'use by' or 'best by' or 'expiry' date or a failure to be delivered on or by or not before a 'cut-off', 'in-store', 'release' or 'due by' date; or (h) insufficiency or unsuitability of the Packaging or preparation of the Goods to withstand the incidents of Carriage.
36. Notwithstanding any other provision hereof (other than clause 28), the Carrier will not be liable, under any circumstances, for any Consequential Loss.
37. If the Carrier cannot exclude all of its liability for Misdelivery or Loss or Damage by relying on clauses 33, 34, 35 or 36 (or any combination of those clauses), the Carrier's liability arising from that Misdelivery or Loss or Damage (including any liability arising from breach of a warranty, guarantee or term imposed or implied by Law) is limited, at the option of the Carrier, to: (a) supplying the services of Carriage that were supplied with respect to the lost, damaged or misdelivered Goods again; or (b) payment of the cost of having the services of Carriage that were supplied with respect to the lost, damaged or misdelivered Goods supplied again.

38. The exclusions and limitations of liability set out in clauses 34, 35 and 37 (or any combination of those clauses) do not apply to the extent that any Misdelivery or Loss or Damage is caused by the Carrier engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct or to the extent that the Proposal includes the acceptance of liability by the Carrier for Loss or Damage.
39. Every exemption, limitation, condition and liberty contained herein and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder will also be available and will extend to protect: (a) all Subcontractors; (b) all Personnel of the Carrier or of a Subcontractor; (c) every other Person (other than the Carrier) by whom the Carriage or any part thereof is undertaken; and (d) all Persons who are or might be vicariously liable for the acts or omissions of any Person falling within (a), (b) or (c); and for the purposes of this clause the Carrier is or will 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 will to this extent be, or be deemed to be, parties to the Contract of Carriage.

#### Insurance

40. The Carrier may arrange insurance Misdelivery or for Loss or Damage where the Proposal includes the acceptance of liability by the Carrier for Misdelivery or Loss or Damage.
41. It is the obligation of the Sender to ensure that adequate insurance cover is arranged to protect the Sender and all Persons owning or having any interest in the Goods for any Misdelivery or Loss or Damage or any other risks arising out of the Carriage in excess of any liability of the Carrier hereunder and for all exclusions of liability provided hereunder; and the Sender warrants that any such cover will include a waiver of subrogation by the insurer of any right to claim against the Carrier, its Personnel and Subcontractors.

#### Route and deviation

42. The Carrier, acting reasonably, has freedom in respect of the means, route, procedure or place of Carriage or any other aspect of anything undertaken by the Carrier under the Contract of Carriage, even where the Sender expressly or impliedly gives any relevant instructions or has any relevant expectations in that regard. The concept of "deviation" has no application whatsoever in relation to the Contract of Carriage.

#### Subcontracting

43. The Carrier at its discretion may use Subcontractors engaged on any terms to perform the whole or any part of the Carriage.

#### Entire agreement

44. These T&Cs, read in conjunction with any Proposal, upon express or implied acceptance, set out the entire agreement of the parties with respect to their subject matter. No other agreement, warranty or representation, express or implied, is given or made by the Carrier with respect to the Carriage.

#### General

45. The failure of a party to take any action to enforce its rights under the Contract of Carriage or the granting of any time or indulgence will not be construed as a waiver of the provision nor as a waiver of the right of the party at a later time to enforce its rights under the Contract of Carriage.
46. The Sender acknowledges and agrees that the Carrier may amend these T&Cs from time to time by publishing an amended version on its website and notifying the Sender of the publication by email or FTP; and the Contract of Carriage will be amended accordingly seven days from publication and notification.

47. The Carrier will not be bound by any agreement purporting to vary these T&Cs unless such agreement is in writing and signed on behalf of the Carrier by a director of the Carrier; and notice is hereby given that no other Person has any authority to agree to any variation, cancellation or waiver of these T&Cs; provided that any express variation or exclusion of any of the provisions herein contained in the Proposal signed by a director of the Carrier shall operate to modify these T&Cs to the extent of the variation or exclusion and will bind the Carrier accordingly.

#### Deemed Acceptance

48. The tendering to the Carrier by the Sender or any other Person acting for or on behalf of the Sender of any goods for Carriage will be deemed to constitute acceptance by the Sender of the Contract of Carriage.

#### Definitions, interpretation and construction

49. In these T&Cs:-

**"ACL"** means the Australian Consumer Law as set out in Schedule 2 of the CCA; **"Authority"** includes any legal or administrative authority exercising any jurisdiction in any State or Territory; **"Carriage"** means the whole of the operations and Services undertaken by the Carrier or any Person on behalf of the Carrier in respect of Goods (whether gratuitously or not) including consolidation, deconsolidation, loading, transport, unloading and Storage of Goods, towing a trailer and the provision of advice; **"Carrier"** means XL Express Pty Ltd (A.B.N. 54 098 743 901), carrying on business in its own name and under any business name; **"CCA"** means the *Competition and Consumer Act 2010* (Cth); **"Codes"** include the Australian Code for the Transport of Dangerous Goods by Road & Rail, the Australian Dangerous Goods Code and the Load Restraint Guide published by the National Transport Commission; **"Consequential Loss"** means any indirect or consequential loss; loss of use; loss of product or production; delayed, postponed, interrupted or deferred production; inability to produce, deliver or process; loss of profit, revenue or anticipated revenue; loss of bargain, contract, expectation or opportunity; liquidated, punitive or exemplary damages; in each case arising from or in connection with the performance of the Carriage and whether or not foreseeable at the time of entering into the Contract of Carriage; **"Contract of Carriage"** means the contract between the Carrier and the Sender for the Carriage of Goods and includes these T&Cs as amended from time to time; **"Container"** includes any container, trailer, wagon, transportable tank, pallet, pallet cage, flat rack or any other unit or device used to consolidate Goods; ); **"CoR"** means the Heavy Vehicle National Law as enacted in any State or Territory, the *Road Traffic (Administration) Act 2008* (WA) and the *Road Traffic (Vehicles) Act 2012* (WA) and any other Commonwealth, State or Territory Law dealing with the obligations of parties involved in the transport of goods by road; **"Dangerous Goods"** has the same meaning as under the Australian Dangerous Goods Code and includes goods that do or are likely to harbour or encourage vermin or other pests, noxious goods, hazardous, flammable or explosive goods or any goods likely, either inherently or due to their manner of packing, to cause injury or damage; **"Enforcement Costs"** means any fees, costs and expenses, including legal expenses on an indemnity basis, reasonably incurred by the Carrier in connection with any default under or enforcement or attempted enforcement of the Contract of Carriage plus interest calculated on any Overdue Amount at the rate of 1.0% per calendar month, compounded annually; **"Force Majeure Event"** means any: acts of God, epidemic, pandemic, earthquake, cyclone, flood, tsunami, tidal or storm surge, landslide, storm, lightning, hail, rain, exposure to the elements, fire, or other natural disaster; public health or other government order, directive, requirement, restriction or lockdown; acts of

war, acts of foreign or public enemies, terrorism, public disorder, riot or civil commotion, malicious damage, vandalism or sabotage; explosion, nuclear accident or incident; cyber warfare, cyber-attack, ransomware attack, denial of service attack or cyber sabotage; strike, labour dispute and other industrial disturbance; any State border or road closure or congestion of roads or traffic; quarantine or customs seizure or restriction; interruption of power supply or scarcity of fuel; and any accident, collision or breakdown of a vehicle, machinery or equipment; **"Freight Charges"** means: (a) all amounts payable by the Sender for or incidental to the Carriage of the Goods, including any ancillary or other charges, demurrage, fees, levies and surcharges imposed by the Carrier at the rates set out in any Proposal and as amended from time to time in accordance with the Proposal; (b) where any Goods are under customs control, all customs duty, excise duty and costs (including any fine or penalty) that the Carrier becomes liable to pay or pays; (c) any expenses and charges to comply with the requirement of any market, harbour, dock, railway, shipping, customs, excise or warehouse authority; and (d) Enforcement Costs; **"Goods"** means the goods accepted by the Carrier for Carriage together with any Packaging; **"Law"** includes all applicable statutes, regulations, proclamations, orders, rules, subordinate legislation, bylaws, requirements and approvals; **"Loss or Damage"** means physical loss or damage, deterioration, ullage, contamination or non-delivery of Goods but excludes Misdelivery; **"Misdelivery"** includes premature and late or delayed delivery of Goods and late or missed pick-ups of goods; **"Overdue Amount"** means any Freight Charges which remain unpaid upon the expiry of the Payment Terms; **"Packaging"** includes any Containers, packing materials, dunnage or other aides to Carriage not supplied by the Carrier; **"Payment Terms"** means the period set out in the Proposal; **"Person"** includes a corporation, company, partnership or any other entity; **"Personnel"** means in relation to a party, the party's officers, officeholders, employees, servants and agents; **"PPSA"** means the *Personal Property Securities Act 2009* (Cth); **"Procedures"** means the procedures set out in the Proposal and as amended from time to time; **"Proposal"** means the Carrier's proposal or tender, as varied from time to time, for Carriage of the Goods; **"Sender"** means each and every Person on whose behalf Carriage is undertaken by the Carrier and where the Sender comprises two or more Persons any agreement or obligation to be performed or observed by them binds them jointly and severally; **"Services"** includes the provision of customer service support to the Sender or consignee, the provision of proof of delivery of Goods, access to the Carrier's website and the pick-up and delivery of Goods; **"Storage"** means: (a) unpacking Containers for the purpose of the storage of Goods by the Carrier; (b) palletising and wrapping Goods; (c) stocktaking; (d) receiving Goods into the storage location including confirmation of quantities and batch numbers; (e) handling inbound and outbound Goods into and out of the storage location; and (f) storing Goods, **"Store"** and **"Stored"** have corresponding meanings; **"Subcontractor"** includes any Person who, pursuant to a contract or arrangement with any other Person (whether or not the Carrier), performs or agrees to perform the Carriage or any part thereof; **"T&Cs"** means these terms and conditions of carriage as amended from time to time; and **"Transit Times"** means the nominal transit times set out in the Proposal and as amended from time to time.

50. Headings are included for convenience only and do not affect the interpretation of the Contract of Carriage.
51. Words importing the singular include the plural and vice versa and words importing a gender include all other genders.



52. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
53. A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislation or legislative provision substituted for, that legislation or legislative provision.
54. References to any document (including the Contract of Carriage) include references to the document as amended, consolidated, supplemented, novated or replaced.
55. Wherever 'include' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)'.
56. Unless the context otherwise requires, defined terms under the PPSA have the same meaning herein.
57. The Contract of Carriage will be governed by and is to be construed in accordance with the Law of the State of Queensland. 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.
58. The parties acknowledge and agree that, subject to clause 29, if any provision or part of any provision of the Contract of Carriage is void, invalid, illegal or unenforceable, that provision will, to the extent that it is void, invalid, illegal or unenforceable, be treated as severed from the Contract of Carriage without affecting the validity of any other part of such provision or any other provision thereof.
59. No rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of these T&Cs or the Contract of Carriage.
60. The Contract of Carriage may consist of a number of counterparts and if so, the counterparts taken together constitute one and the same document.
61. Any reference to a party in the Contract of Carriage includes, and any obligation or benefit thereunder will, bind or take effect for the benefit of that party's executors, administrators, successors in title and assigns.
62. Except where the Proposal provides otherwise, each party will be responsible for all its own costs (including legal costs) incurred in the negotiation of, and the performance of its obligations under the Contract of Carriage.