



Australian Amalgamated Terminals

General Terms

Effective from 1 July 2026

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1 Background

1.1 Terminal Agreement

- (a) AAT operates and provides Terminal Services at each Terminal.
- (b) These General Terms govern the provision of Terminal Services supplied to Users at each Terminal. They are structured with a set of General Terms that apply to all Users, followed by service-specific terms set out in the Service Schedules.

Type of User	Must review:
all Users, including those that receive Site Access Services	Clauses 1 to 14 of these General Terms
any User that receives Cargo Services or handles Cargo at the Terminal	Clause 1 to 14 of these General Terms and the Cargo Schedule (Schedule 2)
a Shipping Line	Clause 1 to 14 of these General Terms and the Quay Side Schedule (Schedule 3)
a Transport Operator	Clause 1 to 14 of these General Terms and the Transport Operator Schedule (Schedule 4)

These General Terms do not currently apply to Stevedores, who remain subject to separate agreements entered into with AAT.

- (c) AAT agrees to provide the Terminal Services on the basis set out in:
 - (i) any Quote or special terms specified in a Quote, or otherwise as agreed in writing between AAT and a User, including any agreed scope of work (as applicable);
 - (ii) the Tariff Schedule;
 - (iii) where the User is a Shipping Line, the Berthing Protocols;
 - (iv) these General Terms, including Schedule 1;
 - (v) any applicable Schedule to these General Terms other than Schedule 1; and
 - (vi) the AAT Procedures and Policies,(together, the **Terminal Agreement**).
- (d) If there is any inconsistency between the documents referred to in paragraph (c), the first-listed document prevails.
- (e) If AAT is presented with any further or alternate terms or conditions in relation to the matters the subject of the Terminal Agreement, including in connection with the User's access or use of any Terminal or receipt of Terminal Services, those alternative terms are of no effect and the User unconditionally and irrevocably waives and releases AAT and its Personnel from all obligations under them.

1.2 Undertaking and Open Access Conditions

AAT acknowledges that it must also comply with the Undertaking, including the Open Access Conditions, when performing its obligations under the Terminal Agreement, to the extent that they relate to the provision of Terminal Services to a User. Nothing in the Terminal Agreement will be taken to limit or restrict the rights or obligations of AAT or the User under the Undertaking.

1.3 Definitions and Interpretation

- (a) A term or expression starting with a capital letter which is defined in section 1 of Schedule 1 (Dictionary and interpretation) has the meaning given to it in the Dictionary.

- (b) Section 2 of Schedule 1 (Dictionary and interpretation) sets out rules of interpretation for these General Terms.
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2 Commencement of these General Terms

- (a) These General Terms come into effect on 1 July 2026 and replace the previous terms and conditions applicable to terminal services provided by AAT.
 - (b) A User will be taken to have accepted these General Terms when that User:
 - (i) directly communicates its acceptance of these General Terms to AAT, for example if the User signs a form accepting these General Terms when accessing the Terminal or attending a Terminal induction;
 - (ii) communicates its acceptance by engaging in conduct that indicates its acceptance of these General Terms, for example if the User accesses the Terminal or acquires Terminal Services on or after 1 July 2026 after having been made aware of these General Terms; or
 - (iii) consents to these General Terms through any sub-bailment on terms.
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3 Terminal Services

3.1 Terminal Services

- (a) Subject to clause 3.2 and the User's compliance with clause 5, AAT grants the User and its nominated Personnel, physical access to each Terminal site as is reasonably required by the User in order to:
 - (i) be able to receive services listed in paragraph (b) from AAT; and/or
 - (ii) enable the User to perform services, duties or functions at the relevant Terminal which are of a kind that AAT allows to be performed at the Terminal from time to time,
(Site Access Service).
- (b) AAT may also provide a User the following Terminal Services:
 - (i) Cargo Services;
 - (ii) Quay Side Services;
 - (iii) Transport Operator Services;
 - (iv) such other management, supervision, labour, materials handling equipment and clerical services as it deems necessary or desirable (acting reasonably) in relation to:
 - (A) the services listed in paragraphs (i) to (iii); and
 - (B) any Transport Vehicle or Vessel using the relevant Terminal; and
 - (v) any other services not referred to above but as set out in a Tariff Schedule from time to time, (together with the Site Access Services, the **Terminal Services**).
- (c) Terminal Services may be requested, booked or scheduled by the User in accordance with any processes or procedures used by AAT for that purpose, or will otherwise be provided by AAT as specified in these General Terms.
- (d) Subject to the other provisions of these General Terms, including clause 3.2, AAT will provide Terminal Services with reasonable skill and care and in accordance with Laws applicable to AAT.
- (e) Nothing in the Terminal Agreement, or in the provision of Terminal Services to a User by AAT, creates in favour of the User any interest in any Terminal.

3.2 Refusal of service

- (a) AAT may at any time refuse to provide Terminal Services to a User:
- (i) where AAT reasonably considers the User is creating, or is likely to create, a risk to persons, property or the environment (excluding any risk that is trivial or inconsequential);
 - (ii) where AAT reasonably considers the User has breached, or is likely to breach, the Terminal Agreement other than in a trivial manner;
 - (iii) due to Operational Constraints, provided that AAT will use all reasonable endeavours to mitigate the impact of Operational Constraints;
 - (iv) in accordance with applicable Law or the directions of a Regulator, the Port Lessor, the Harbour Master or a Government Official;
 - (v) if the User fails to provide information requested by AAT under clause 6(b)(ii)(A) to (C);
 - (vi) if one or more invoice issued by AAT to the User is more than 30 days overdue and either (A) there is no genuine dispute between AAT and the User in respect of the overdue amounts, or (B) the total overdue amounts across all such invoices, including any interest, exceeds \$50,000;
 - (vii) if AAT reasonably believes that the User will be unable to pay the Forecast Charges in accordance with the Terminal Agreement, including on the basis of information provided by the User, or information that the User has failed to provide, under paragraph (b) or clause 6(b)(ii)(D);
 - (viii) that are Site Access Services:
 - (A) where the User has failed to obtain approval from AAT for the specific services, duties or functions that the User intends to perform at the relevant Terminal (which approval may not be unreasonably withheld by AAT); or
 - (B) where AAT reasonably considers that the User or any User Personnel has breached, or are likely to breach, the Site Access Rules;
 - (ix) in respect of any particular Terminal Services, in accordance with a provision of these General Terms or the applicable Services Schedule which outlines the circumstances in which AAT can refuse to provide those Terminal Services for the purposes of this clause 3.2(a)(ix); and
 - (x) on any other reasonable grounds.
- (b) If AAT is considering whether the User will be able to pay the Forecast Charges in accordance with the Terminal Agreement, AAT may request, or the User may provide to AAT, independent credit checks or a report concerning the User's creditworthiness and financial position. AAT will, acting reasonably, consider whether any such checks and/or report sufficiently addresses the risk of delayed or non-payment of the Forecast Charges by the User.
- (c) Where AAT is entitled to refuse to provide Terminal Services to a User under paragraph (a), AAT may in its discretion agree to provide Terminal Services on the condition that the User remedies or meets certain conditions imposed by AAT in respect of the circumstances giving rise to AAT's right to refuse service (**Conditions of Service**). Conditions of Service may be:
- (i) set out in these General Terms; or
 - (ii) reasonably determined by AAT and notified to the User.
- If the User meets the Conditions of Service, AAT agrees that it will recommence providing Terminal Services to that User.
- (d) For the purposes of paragraph (c), if AAT refuses to provide Terminal Services in the circumstances described in:
- (i) paragraph (a)(vi), the User may remedy those circumstances by promptly making payment of any outstanding invoices and any interest payable under clause 7.2(e); or

- (ii) paragraph (a)(vii), AAT may require the User to provide a pre-payment of some or all of the Forecast Charges, being such proportion that AAT reasonably considers is necessary to address any associated credit risk.
- (e) If AAT refuses to provide Terminal Services in the circumstances described in paragraph (a)(vii), the User may request that AAT provide information to the User about how AAT calculated the Forecast Charges.

3.3 Hours of Operation

- (a) Each Terminal will be operational and AAT will provide Terminal Services on the days and at the times published on the AAT website for that Terminal (**Hours of Operation**).
- (b) The Hours of Operation may be amended at any time, subject to this clause 3.3.
- (c) Subject to paragraph (d), AAT will use reasonable endeavours to provide impacted Users with 48 hours' prior notice of any change to reduce the planned Hours of Operation, in accordance with clause 14.1.
- (d) AAT may close a Terminal or any part of the Terminal (and cancel or defer any booked or scheduled Terminal Services affected by the closure) on less than 48 hours' notice (which may include immediately, where necessary in the circumstances) if:
 - (i) a Force Majeure Event occurs which impacts AAT's ability to open the Terminal or provide Terminal Services in accordance with the Terminal Agreement; or
 - (ii) AAT considers it reasonably necessary to do so for the safe and efficient operation of the Terminal, including for unscheduled and urgent maintenance, in which case AAT will provide Users as much notice as is reasonable in the circumstances.
- (e) A User may request AAT to provide Terminal Services, including Site Access Services, outside of AAT's normal hours of operation (**Request for Service Out of Hours**). AAT may accept or reject a Request for Service Out of Hours in its discretion and may provide its acceptance subject to conditions, including the payment of additional amounts (**Conditions of Acceptance**). AAT will not be required to provide any Terminal Services out of hours until the User has agreed to any such Conditions of Acceptance.

3.4 Terminal operations and delays

- (a) The User acknowledges and agrees that:
 - (i) operations at each Terminal are complex and involve the interaction of many persons, including Other Terminal Parties, and that the activities of those other persons may impact upon the User's use of the site and access to Terminal Services;
 - (ii) each Terminal operates under constraints from time to time due to limited capacity and variable demand (**Operational Constraints**) and, subject always to the Undertaking, operational decisions at each Terminal need to be made by AAT in a manner that facilitates and promotes safe, efficient, timely and productive operation and utilisation of the Terminal, having regard to such constraints;
 - (iii) there are factors outside of AAT's control which may cause delays and may impact the timely provision of, or cause changes to, Terminal Services (**Delays**), which factors may include:
 - (A) changes in vessel arrival or departure times;
 - (B) failure of a vessel to pass quarantine, stability and ship worthiness inspections;
 - (C) vessel congestion;
 - (D) failure of Cargo to pass quarantine or customs requirements;
 - (E) where Users vary the Required Information that they have submitted for relevant Cargo;
 - (F) Cargo being deemed Unsuitable Cargo;

- (G) acts or omissions of the User, any other User, Other Terminal Parties or a third party;
 - (H) any action taken or decision made by AAT in respect of the acts, omissions or delay of the User, any Other Terminal Parties or a third party;
 - (I) Operational Constraints;
 - (J) periods of high volume at the Terminal;
 - (K) supply chain issues associated with Transport Operators;
 - (L) Weather; and
 - (M) Force Majeure Events.
- (b) The User must carry out any services, duties and functions at the Terminal in such a way that facilitates the safe, efficient, timely and productive operation and utilisation of the Terminal for all Other Terminal Parties and that does not unduly impede or interfere with the ability for AAT or any Other Terminal Party to carry out services, duties and functions at the Terminal.
 - (c) AAT will use reasonable efforts, working with the User, to mitigate the effect of any delays and timing impacts, including by making reasonable efforts to advise the User of likely delays where these are identified by AAT.
 - (d) AAT is not liable for any Losses suffered or incurred by the User arising from any Delay, except to the extent such delay is caused by AAT's fraud, or wilful or criminal misconduct.

3.5 Weather

The Terminal is primarily an outdoor facility that has limited undercover areas and is subject to the effects of Weather. AAT has implemented procedures to help manage the safe operation of the Terminal, however the User agrees that where it receives Terminal Services it does so acknowledging the risks that may arise from Weather.

4 Personnel

- (a) Each party:
 - (i) must ensure that its Personnel comply with that party's obligations under the Terminal Agreement to the extent relevant to the work they are engaged to perform; and
 - (ii) will be liable for the acts and omissions of its Personnel in connection with the Terminal Agreement as fully as if they were its own acts and omissions, including where that party is the User, the use and operation of any equipment or vehicle by the User or the User's Personnel within each Terminal.
- (b) The User must:
 - (i) using appropriately qualified persons, develop and implement Safety Documentation and systems of work in respect of the services, duties and functions it performs and undertakes, or will perform and undertake, at the Terminal and must:
 - (A) regularly review, update and audit; and
 - (B) ensure that its Personnel understand, are appropriately trained in and comply with, such Safety Documentation and systems of work;
 - (ii) provide appropriate supervision of its Personnel at the Terminal;
 - (iii) adequately control all of its activities which may impact on the health or safety of other Users at the Terminal, or the environment.
- (c) The User must ensure that User Equipment and any vehicles it brings to the Terminal:
 - (i) are maintained in good, suitable and (where relevant) roadworthy condition; and

- (ii) comply with all applicable Laws and relevant safety standards, including that (where required) they are appropriately certified, registered or licensed,

and that any person involved in the operation of any such User Equipment or vehicle has the requisite skill, training, competence and experience and is appropriately licensed, authorised, accredited and certified (as applicable) to operate that User Equipment or vehicle.

- (d) The User must, at AAT's direction:

- (i) promptly clean-up any mess, pollution or contamination caused by the User or its Personnel at the Terminal, at the User's cost; or
- (ii) pay to AAT the costs incurred by AAT (acting reasonably) to clean-up mess, pollution or contamination caused by the User or its Personnel at the Terminal.

For these purposes, mess, pollution or contamination includes any tracking of bulk material from a Transport Vehicle, fugitive dust which may be generated during Cargo handling, and spillage of liquids or materials.

- (e) Without limiting paragraph (a), the User acknowledges and agrees that it is responsible for ensuring that its Personnel comply with the Site Access Rules.
- (f) Where AAT refuses to provide Site Access Services to User Personnel under clause 3.2(a)(viii)(B):
 - (i) the User must immediately at its cost ensure the relevant Personnel safely leave the Terminal; and
 - (ii) if the User wishes to continue to operate at the Terminal (for example, if the User wishes to continue to receive Site Access Services and operate any vehicle or item of equipment at the Terminal), the User may replace the relevant Personnel with Personnel who comply with the Site Access Rules.

5 Site Access Rules

5.1 Site Access Rules

- (a) The terms in this clause 5 are the **Site Access Rules**, which form part of the General Terms.
- (b) The Site Access Rules apply to:
 - (i) the User; and
 - (ii) any User Personnel that physically access the Terminal site in connection with the User's receipt of Terminal Services,(each such person being **Site Attendee**).
- (c) In consideration for complying with these Site Access Rules, AAT will grant a Site Attendee access to the Terminal.

5.2 Conditions of Entry

The provision of Site Access Services to a Site Attendee is subject to compliance with any applicable conditions of entry detailed on signage at the Terminal's entrance or otherwise displayed or notified throughout the Terminal from time to time (**Conditions of Entry**).

5.3 Compliance

- (a) Before physically accessing any Terminal site, a Site Attendee must:
 - (i) hold and maintain a completed and current 'Safety Assessment' (Rapid Global Contractor e-form);

- (ii) successfully complete any induction required to receive certification from AAT relevant to that Site Attendee and the services, duties or functions they intend to perform at the Terminal, to access the Terminal site, and undertake any re-certification as required by AAT;
 - (iii) where the Site Attendee will perform high risk work, such as any work that will be performed at height or hot work:
 - (A) hold an authority to perform high risk work, issued by AAT; and
 - (B) complete and be compliant in 'Rapid Induct'; and
 - (iv) have reviewed the AAT Policies and Procedures (including having checked for any updates as contemplated by clause 14.2(b)); and
 - (v) notify AAT at least 2 Business Days in advance of any arrival to the Terminal and provide any details or copies of documentation requested by AAT, which may include relevant Safety Documentation.
- (b) On arrival at the Terminal site, a Site Attendee must notify an AAT representative of their arrival using the relevant sign in procedure and, if the Site Attendee does not hold a MSIC, must collect an AAT identification badge which must be worn and clearly visible at all times whilst at the Terminal.
- (c) Before leaving the Terminal site, a Site Attendee must sign out and (where relevant) return the AAT identification badge provided to them.
- (d) While on site at any Terminal, a Site Attendee must comply at all times with:
- (i) applicable Law, including the MTOFS Act as described in clause 5.7, all Chain of Responsibility Laws and all Laws relating to maritime safety and security, occupational health and safety, environmental protection, access and security;
 - (ii) the Conditions of Entry;
 - (iii) AAT's policies and procedures provided during induction, or (if they are different, including because they have been updated including as provided by clause 14.2) provided on arrival at the Terminal or published on the AAT website, including policies and procedures relating to:
 - (A) health, safety, emergency response procedures and environment;
 - (B) any rail interface or related rail operating arrangements at the Terminal;
 - (C) operating conditions for AAT rail facilities; and
 - (D) access and operating conditions for road movements at or within any Terminal, including:
 - (E) the AAT Traffic Management Plan;
 - (F) the AAT Prescribed Site Rules;
 - (G) the AAT Mobile Phone Safety Policy;
 - (H) the AAT Drug and Alcohol Policy;
 - (I) the AAT Code of Conduct; and
 - (J) the AAT Workplace Surveillance Standard; and
 - (iv) all directions given by AAT's representatives, a Regulator, the Port Lessor, Harbour Master or a Government Official:
 - (A) in respect of health, safety, environment, security and the efficient operation of the Terminal;
 - (B) in respect of the handling of any Dangerous Goods; and
 - (C) in any emergency.

5.4 Conduct

- (a) A Site Attendee must at all times while on site at or within the Terminal:
 - (i) be fit for duty;
 - (ii) be suitably skilled, trained, competent and experienced to perform their services, duties and functions at the Terminal;
 - (iii) hold all licences, authorisations, accreditations, competencies and certifications required to perform services or exercise the duties or functions that they undertake at the Terminal, including to operate equipment;
 - (iv) be medically fit for work;
 - (v) not bring on site, consume or be under the influence of alcohol or illicit drugs;
 - (vi) not be impaired by fatigue or other judgement-impairing factor;
 - (vii) carry out any services, duties and functions in such a way that facilitates the safe, efficient and timely operation and utilisation of the Terminal and that does not unduly impede or interfere with the ability for AAT or any other user to carry out services, duties and functions at the Terminal;
 - (viii) attend and remain on the Terminal site only in those areas required for the services, functions or duties they are to perform at the Terminal and for only so long as is necessary to perform those services, functions or duties;
 - (ix) wear appropriate safety clothing, including high visibility and protective clothing, enclosed safety footwear and other personal protective clothing or equipment;
 - (x) keep its work area at the Terminal clean and tidy;
 - (xi) not obstruct, cause or contribute to the obstruction of, any firefighting or other safety or emergency equipment in the Terminal;
 - (xii) not engage in:
 - (A) any unauthorised photography or video recording;
 - (B) any threatening, abusive, coarse, offensive or disruptive behaviour;
 - (C) any conduct that is negligent or unsafe; and
 - (D) workplace discrimination or harassment and not endorse or tolerate such discrimination or harassment;
 - (xiii) not smoke, except in designated outdoor areas;
 - (xiv) not bring pets on site; and
 - (xv) participate in drug and alcohol testing carried out by or on behalf of AAT at a Terminal.

5.5 Dangerous Goods and equipment

- (a) A Site Attendee must not create or bring on site any Dangerous Goods, unless AAT has provided its written approval (including, with respect to Dangerous Cargo, in accordance with the Cargo Schedule).
- (b) AAT may refuse entry to, or request the removal from, the Terminal any vehicle or other equipment, if AAT reasonably considers that it is unsafe, defective or creates a risk to persons, property or the environment, and the Site Attendee must immediately comply with any such refusal or request.

5.6 Incident notification

A Site Attendee must:

- (a) immediately notify the Terminal guardhouse after becoming aware of any circumstance or incident that has caused damage or risks causing damage to persons, property or the environment at any Terminal, including potential health, safety and environmental risks or hazards;

- (b) at all times follow the emergency response procedures for a Terminal in the AAT Policies and Procedures; and
- (c) report all other incidents or matters to AAT as soon as practicable (and in any event before leaving the Terminal site).

5.7 Maritime Transport and Offshore Facilities Security Act

- (a) The *Maritime Transport and Offshore Facilities Security Act 2003* (Cth) (**MTOFS Act**) is a Law that establishes security requirements for maritime operations and offshore facilities.
- (b) A Site Attendee acknowledges and agrees that:
 - (i) it is aware of and understands:
 - (A) the requirements of the MTOFS Act;
 - (B) that failure to comply with the MTOFS Act and certain requirements of the MTOFS Act may constitute an offence; and
 - (C) that the MTOFS Act contains offences of strict liability, which may expose the Site Attendee to penalty (including imprisonment);
 - (ii) a land-side restricted zone is in force at each Terminal, and access to each Terminal is controlled (and unauthorised entry to a Terminal is an offence);
 - (iii) persons with an operational need to have unmonitored access to a maritime security zone (as this term is defined in the MTOFS Act) at least once per year are required to hold a valid Maritime Security Identification Card (**MSIC**). A person who holds a MSIC must clearly display the whole front of the MSIC on the outer clothing above the waist at all times when entering or remaining within a maritime security zone. Failure to correctly display a valid MSIC in a maritime security zone is an offence of strict liability and penalties apply;
 - (iv) persons without a valid MSIC must be escorted inside a maritime security zone by a person with a valid MSIC. AAT may provide an escort where required. Security escort fees may be applicable and if so, must be paid prior to entry;
 - (v) the MTOFS Act restricts the possession and carrying of weapons (as this term is defined in the MTOFS Act) in maritime security zones, through screening points and vessels, except in very limited circumstances (including where the person is a law enforcement officer). Failure to comply with such restrictions is an offence of strict liability; and
 - (vi) AAT may report breaches of the MTOFS Act to a Government Official or the Department of Home Affairs.

5.8 Breaches of the Site Access Rules

- (a) Consistent with clause 3.2(a)(viii)(B), where AAT reasonably considers any Site Attendee has breached, or is likely to breach, the Site Access Rules, AAT may refuse to provide Site Access Services to that Site Attendee and may require the Site Attendee to leave the relevant Terminal immediately.
- (b) If at any time a Site Attendee becomes aware that it or any other Site Attendee has breached or is likely to breach, the Site Access Rules, the Site Attendee must immediately notify AAT and follow all directions to avoid, remedy or mitigate any such breach or anticipated breach.

6 Compliance

- (a) The User must:
 - (i) comply with all applicable Laws relating to its receipt of Terminal Services, the performance of its obligations and exercise of its rights under the Terminal Agreement; and

- (ii) obtain and hold all licences, authorisations, accreditations and certifications required to perform services or exercise the duties or functions that the User undertakes at the Terminal.
 - (b) The User must:
 - (i) maintain accurate books, records and documentation in connection with the User's receipt of Terminal Services, including any Site Access Services received by the User or any Personnel;
 - (ii) promptly provide AAT with:
 - (A) any information reasonably required by AAT to allow AAT to comply with its obligations under any applicable Law or any request by a Regulator, the Port Lessor, Harbour Master or a Government Official, including in connection with any work health and safety investigation;
 - (B) copies of, and allow AAT to inspect, any Safety Documentation (including any audits conducted in respect of the Safety Documentation) and any licences, authorisations, accreditation and certifications referred to in clauses 4(c)(ii) or 6(a)(ii), if requested by AAT;
 - (C) a certificate of currency for the Required Insurance upon request;
 - (D) independent credit checks or other evidence reasonably requested by AAT to verify the User's creditworthiness; and
 - (E) reporting as reasonably required by AAT as to the User's compliance with Modern Slavery Laws;
 - (iii) demonstrate, on AAT's reasonable request, the User and its Personnel's compliance with any aspect of these General Terms; and
 - (iv) notify AAT if:
 - (A) the User receives a notice from a Regulator or Government Official concerning the User's access and use of a Terminal or any Terminal Services, unless doing so is prohibited by Law;
 - (B) it becomes aware that the User or its Personnel have engaged in Modern Slavery or any breach of Anti-Bribery and Corruption Laws; or
 - (C) it is or will be subject to any Sanctions.
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7 Charges and Payment

7.1 Charges

- (a) The User must pay to AAT the Tariffs for the Terminal Services provided to the User, in accordance with any terms and as set out in:
 - (i) the Quote provided by AAT; or
 - (ii) if there is no applicable Quote, the applicable Tariff Schedule in force at the time of the provision of the Terminal Services.
- (b) AAT will publish the current Tariff Schedules on its website and will provide a copy to the User upon request.
- (c) The User must also pay any:
 - (i) Third Party Costs that are reasonably incurred by AAT in providing the Terminal Services; and
 - (ii) taxes, duties and government charges payable or in connection with the provision of the Terminal Services.
- (d) Unless expressly stated or agreed otherwise, all Charges are exclusive of GST.

- (e) AAT does not pay taxes, duties or government charges in respect of Cargo or Third Party Costs on behalf of Users and payment of these amounts remain the sole responsibility of the User.

7.2 Payment terms

- (a) If the User has applied for and AAT has granted (and not withdrawn) the right for the User to pay on account:
 - (i) unless otherwise agreed with the User, AAT will invoice the User after any applicable Terminal Services have been provided. AAT will use its reasonable endeavours to issue any invoice within 4 Business Days of the completion of Terminal Services associated with a Vessel; and
 - (ii) the User must pay each such invoice within 14 days from the date of receipt of the invoice.
- (b) Where AAT does not permit the User to pay on account, AAT will invoice the User after any applicable Terminal Services have been provided or (in the case of Cargo Services) before the relevant Cargo is collected which may include amounts for Terminal Services that are required but yet to be provided. The User must pay each such invoice on receipt, and AAT is not required to release the relevant Cargo for collection unless and until the invoice is paid in full.
- (c) The User must pay AAT in full the amount invoiced without any deduction, set-off or counterclaim, provided that the User may withhold payment of an invoice or part of an invoice that the User genuinely disputes in good faith.
- (d) Where an invoice or part of an invoice is genuinely disputed by the User, the User must notify AAT of such payment dispute before the due date for payment (where AAT permits the User to pay on account) or otherwise promptly upon receipt of the invoice, and must pay any undisputed portion of the invoice as required by paragraph (a) or (b) (as applicable). If the User fails to so notify AAT of any such dispute, or AAT (acting reasonably) notifies the User that AAT believes the dispute has not been raised genuinely and in good faith, the User must still make payment of the disputed amount as required by paragraph (a) or (b) (without affecting the right of the User to later dispute the payment). The parties must attempt to resolve any dispute regarding an invoice in good faith within 7 days and otherwise either party may refer the matter to be resolved in accordance with clause 8.1. The User will promptly (within no less than 2 days) pay any disputed amount that is subsequently found to be correctly payable or any revision to that amount as determined in accordance with that process or agreed with AAT. Where AAT does not permit the User to pay on account, and the amounts in dispute relate to Cargo Services, AAT is not required to release the relevant Cargo for collection unless and until the dispute is resolved (however AAT will release any Cargo that is not the subject of the amounts in dispute, where the associated invoice for that other Cargo has been paid).
- (e) If the User fails to pay any amounts when due under paragraph (a) or (b), including if the User withholds payment of any amount which is subsequently found to be correctly payable by the User, the User must pay interest on the unpaid amounts at the Default Rate, from the date that amount was due under paragraph (a) or (b) until the date the amount is paid.

7.3 GST

- (a) Words and expressions used in this clause 7.3 which have a defined meaning in the A New Tax System (Goods and Services Tax) Act (**GST Act**) have the same meaning in this clause as in the GST Act.
- (b) If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**receiving party**) must also pay to the supplying party an amount (**GST amount**) equal to the GST payable in respect of the supply.
- (c) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- (d) If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, where the required payment does not include any amount which the payee (or an entity that is

in the same GST group as the payee) is entitled to claim as an input tax credit, it will be increased under paragraph (a) if the payment is consideration for a taxable supply.

- (e) If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under paragraph (a) will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

8 Disputes

8.1 Disputes

- (a) Nothing in this clause 8 restricts or limits any rights that a User has to bring a dispute under and in accordance with the Undertaking, provided that if a User has had a dispute determined under the Undertaking it may not raise a dispute in respect of substantially the same subject matter under this clause 8.
- (b) A party must not commence any court proceedings relating to a Dispute unless it has complied with the provisions of this clause 8.1, except where a party seeks urgent injunctive relief.
- (c) A party claiming that a Dispute has arisen must give notice to the other party with reference to this clause and setting out the nature of the Dispute (**Dispute Notice**).
- (d) Following receipt of a Dispute Notice, the parties will attempt to resolve the Dispute by negotiation using the following procedure:
 - (i) within ten (10) Business Days after the date of a Dispute Notice, representatives of each party must meet in person or via video conference and use their best efforts to resolve the Dispute by negotiation;
 - (ii) if those representatives are unable to resolve the Dispute within fourteen (14) Business Days after the date of their first meeting under paragraph (i), senior representatives of each party must promptly meet to discuss, and use their best efforts to resolve, the Dispute; and
 - (iii) if the senior representatives are unable to resolve the Dispute within fourteen (14) Business Days of their meeting under paragraph (ii), then either party may have recourse to litigation or other dispute resolution processes.
- (e) All aspects of the meetings referred to in paragraph (d), except the fact of their occurrence, must be kept confidential and all communications between representatives at the meeting are made on a without prejudice basis.

8.2 Performance of obligations pending resolution of Dispute

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under the Terminal Agreement to the extent that those obligations are not the subject matter of the Dispute.

9 Insurance

- (a) As between the User and AAT, the User is solely responsible for maintaining appropriate and adequate insurance in connection with its access to and use of the Terminal.
- (b) The User must, and must ensure that its Personnel (to the extent such Personnel are not covered under the User's insurance policies), maintain in force with a reputable insurance company the following insurance policies:
 - (i) public and products liability insurance covering the potential liability of the User and its User Personnel at the Terminal, including sudden and accidental pollution occurrences if the User's activities at the Terminal could cause pollution, with a minimum cover per claim of \$20 million (and in the aggregate, in respect of products liability);

- (ii) if the User or its Personnel operate any motor vehicle at a Terminal, comprehensive motor vehicle insurance, to cover damage to third party property and for personal injury or death arising out of the use of such motor vehicle with a minimum cover per claim of \$20 million;
- (iii) insurance to cover loss or damage to any User Equipment, Cargo, Transport Vehicles and Vessels of the User or its Personnel, which may include appropriate marine insurance, with each item of User Equipment and Cargo and each Transport Vehicle and Vessel being insured for not less than its full replacement value; and
- (iv) all insurances required by Law, including any relevant workers or accident compensation legislation,

(the **Required Insurance**).

- (c) Any public liability insurance policy under paragraph (b)(i) must:
 - (i) include an extension to cover liabilities arising from registered motor vehicles while being used as a tool of trade and liabilities arising out of the operation of non-registered plant and equipment;
 - (ii) note AAT as an interested party, or provide principal's liability cover, for any AAT liability arising out of the acts or omissions of the User and, to the extent permitted by Law, waive all express and implied rights of subrogation against AAT and its Personnel (but only to the extent of AAT's vicarious liability arising out of the acts or omissions of the User); and
 - (iii) provide that a breach of a condition by the User must not impact or affect the rights and interests of AAT.
- (d) The User must immediately notify AAT if any Required Insurance policy is cancelled or an event occurs at the Terminal which may allow a claim or affect the rights of AAT under such policy.

10 Liability

10.1 Disclaimer of warranties and guarantees

- (a) Subject to any Non-Excludable Provision, all express or implied guarantees, warranties, representations, or other terms and conditions relating to the Terminal Agreement or its subject matter, not contained in the Terminal Agreement, are excluded from the Terminal Agreement to the maximum extent permitted by Law.
- (b) Nothing in the Terminal Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited (a **Non-Excludable Provision**).
- (c) If any Non-Excludable Provision is implied or imposed in relation to the Terminal Agreement and AAT is able to limit the User's remedy for a breach of the Non-Excludable Provision, then the liability of AAT for breach of the Non-Excludable Provision is limited to one or more of the following at AAT's option:
 - (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

10.2 General liability cap

- (a) Subject to any Non-Excludable Provisions, clauses 10.2(b) and 10.6, and to the maximum extent permitted by Law, AAT's maximum aggregate liability for all Losses suffered or incurred by the User in relation to physical loss or damage to any item of the kind set out in the first column of the following table, is in respect of any single event or series of related events limited to the maximum amount set out in the second column for that item:

Item	Maximum liability
Cargo	\$20,000, per item of Cargo For clarity this cap applies in respect of an item of Cargo and its related parts. For example, each Container and its contents will be considered one item of Cargo; each piece of Project Cargo will be considered one item; and each packaged item of General Cargo (e.g. a pallet and its contents, or a box and its contents) will be considered one item. For the purposes of Bulk Cargo, the Bulk Cargo in: (i) one cell of a shed, (ii) one silo, (iii) one hold in a vessel, or (iv) one truckload, or any similarly identifiable quantity of Bulk Cargo in one confined space, will be treated as one item of Bulk Cargo.
Transport Vehicles and User Equipment	\$150,000 per Transport Vehicle or item of User Equipment
Vessels	\$500,000 per Vessel

- (b) Subject to any Non-Excludable Provisions, clause 10.6, and to the maximum extent permitted by Law, AAT's maximum aggregate liability for all Losses suffered or incurred by the User under or in relation to the Terminal Agreement or its subject matter (including under paragraph (a)) is, in respect of any single event or series of related events, limited to \$500,000.

10.3 Consequential Loss

Subject to any Non-Excludable Provisions, clause 10.6 and to the maximum extent permitted by Law, AAT will not be liable to the User for, and no measure of damages will include, any Consequential Loss, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

10.4 Exclusion of liability

Subject to the Non-Excludable Provisions, clause 10.6 and to the maximum extent permitted by Law, AAT will have no liability to the User for:

- (a) the acts and omissions of any other User, Other Terminal Party, Regulator or third party (other than AAT Personnel);
- (b) loss or damage to tangible property (including User Equipment, Cargo, Transport Vehicles and Vessels) arising from Weather, except to the extent caused by any grossly negligent act or omission of AAT; or
- (c) Losses suffered or incurred by the User as a result of the exercise by AAT of any of its rights in respect of any Other Terminal Party, under and in accordance with the Terminal Agreement.

10.5 Basis of exclusions and limitations

The exclusions and limitations in clauses 10.2, 10.3, 10.4 and any other exclusions or limitations under these General Terms, apply whether such liability arises in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis.

10.6 Uncapped matters

The exclusions and limitations in clauses 10.2, 10.3, 10.4 and any other exclusions or limitations under these General Terms, do not limit AAT's liability for:

- (a) any personal injury, sickness or death that is caused by any negligent act or omission of AAT; or
- (b) fraud, or wilful or criminal misconduct.

10.7 User indemnities

- (a) The User indemnifies AAT and its Personnel (**AAT Indemnified Persons**) against any and all Losses suffered or incurred by the AAT Indemnified Persons in connection with:
 - (i) any Claim made against the AAT Indemnified Persons by any other User, Other Terminal Party or third party arising from the User's breach of the Terminal Agreement;
 - (ii) any Claim made against the AAT Indemnified Persons by User Personnel, excluding any Claim made against AAT in respect of AAT's negligent act or omission; and
 - (iii) the User, or the User Personnel's, failure to comply with Law,except to the extent caused or contributed to by any wrongful act or omission of the AAT Indemnified Persons.
 - (b) The User indemnifies AAT for any and all Losses suffered or incurred by AAT as a result of any wrongful act or omission of the User that prevents AAT from providing Terminal Services to any other User, except to the extent caused or contributed to by any wrongful act or omission of AAT.
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11 Force Majeure

- (a) A party will not be liable for a failure or delay (other than an obligation to pay money) under the Terminal Agreement to the extent caused by a Force Majeure Event.
 - (b) The impacted party must promptly notify the other party of the Force Majeure Event, and its likely impact. The impacted party must also take reasonable steps to avoid, minimise and overcome the impact.
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12 Termination

12.1 Termination

Either party may terminate the Terminal Agreement with immediate effect by giving written notice to the other party where:

- (a) the other party becomes subject to an Insolvency Event;
- (b) the other party commits a material breach of the Terminal Agreement which is incapable of remedy;
- (c) the other party commits a material breach of the Terminal Agreement and fails to rectify the breach within 14 days;
- (d) a Force Majeure Event affecting either party has not ceased after 30 Business Days; or
- (e) the other party is the User, any invoice issued by AAT and payable by the User is more than 50 days overdue and there is no genuine dispute between AAT and the User in respect of the overdue amounts, and the User fails to pay the overdue invoice(s) within 10 days of written notice.

12.2 Effect of termination

- (a) On termination of the Terminal Agreement:
 - (i) AAT will be entitled to invoice for any Charges owed which have not been invoiced prior to termination;

- (ii) AAT may direct the User to collect or remove any User Equipment, Cargo and Transport Vehicles of the User or its Personnel, by a date nominated by AAT (which must be no less than 7 days after the date of AAT's notice). If any such Cargo has not been removed by that date, AAT may exercise its rights of sale or disposal under section 7.4 of Schedule 2; and
 - (iii) subject to paragraph (ii), the provision of Terminal Services at each Terminal will cease.
 - (b) Termination of the Terminal Agreement does not affect any accrued rights or remedies of either party.
 - (c) This clause 12 and clauses 4, 6(b), 7, 8, 9, 10, 13, 14.1, 14.4, 14.5, 14.6, 14.9 and 14.11 survive termination of the Terminal Agreement, and any other provisions (including in the Schedules) which by their nature survive termination or expiry of this Terminal Agreement.
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13 Confidentiality

- (a) The User may only use Confidential Information it accesses, obtains or learns in connection with this Terminal Agreement, which includes any Confidential Information of AAT, another User and any information contained in a ship manifest, for the purposes of performing its obligations, and exercising its rights, under the Terminal Agreement, and subject to the following must keep such Confidential Information confidential.
 - (b) The User may only disclose Confidential Information it accesses, obtains or learns in connection with this Terminal Agreement:
 - (i) to its Personnel and professional advisors who need to know such Confidential Information, in which case the User must ensure that any such recipient keeps such information confidential on the same basis as required by this clause 13;
 - (ii) to the Independent Auditor or any Independent Price Expert or Independent Non Price Expert appointed under the Undertaking;
 - (iii) if and to the extent required by Law, provided that the User must consult with AAT in relation to the manner and timing of that disclosure; or
 - (iv) with the prior written consent of AAT.
 - (c) AAT may only use the Confidential Information of the User for the purposes of performing its obligations, and exercising its rights, under the Terminal Agreement, and subject to the following must keep such Confidential Information confidential.
 - (d) AAT may only disclose the Confidential Information of the User:
 - (i) in accordance with paragraphs (b)(i) to (b)(iii) (as though references to the User in those paragraphs were to AAT, and references to AAT in those paragraphs were to the User);
 - (ii) to a Regulator, the Port Lessor, Harbour Master, or a Government Official where necessary to provide a report to or respond to a request made by that person to AAT; and
 - (iii) with the prior written consent of the User.
 - (e) A party must immediately inform the other party if the first party becomes aware of any actual or suspected disclosure by the first party or its Personnel of Confidential Information in breach of this clause.
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14 General

14.1 Notices and electronic communications

- (a) A notice, consent or approval given under the Terminal Agreement must be in writing and in legible English.

- (b) AAT provides a subscribe function on the AAT website which allows a person to elect to receive email alerts from AAT. A person can elect to receive email alerts relating to topics nominated by the person in the relevant web form.
- (c) The User acknowledges that in order to receive notices from AAT about the Terminal Agreement and Terminal operations, the User must:
 - (i) provide AAT with an email address that is monitored by the User and able to receive email notifications from AAT; and
 - (ii) subscribe to receive email alerts on topics relevant to the User (including this Terminal Agreement and any Terminal Services relevant to the User), using the subscribe function on the AAT website.
- (d) AAT may provide notice to the User by:
 - (i) sending an email to the User's email address;
 - (ii) where the notice is of general effect (i.e. may impact the User and other kinds of Users), publishing a notice or document on AAT's website and sending a notice by email to subscribers who have elected to receive email alerts on that topic or a related topic; or
 - (iii) in respect of any notice of variation to the Terminal Agreement:
 - (A) publishing the amended or updated Terminal Agreement on AAT's website and sending a notice by email to subscribers who have elected to receive email alerts in connection with the Terminal Agreement and its subject matter; or
 - (B) providing a reference to the amended Terminal Agreement in any further or subsequent correspondence with a User, including any notification or direction issued by AAT to the User,

provided that operational communications (for example, the communication of Labelling Requirements), may be provided to the User using the User's operational channels or the contact details of User representatives that are provided to AAT.

- (e) The User may provide notice to AAT by sending by post or email to:

AAT

Address: Level 27, 45 Clarence St, Sydney, NSW, 2000
 Email address: vincent.macheda@aaterminals.com.au

provided that:

- (i) operational communications (for example, the submission of Required Information), may be provided to AAT using AAT operational channels or the contact details of AAT representatives that are provided to the User; and
- (ii) non-price disputes may be notified using the web form set up for this purpose on AAT's website.
- (f) A notice given in accordance with paragraphs (d) or (e) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
 - (i) if sent by post, 2 Business Days after the date of posting;
 - (ii) if sent by email, 10 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives a message that the email has not been delivered; and
 - (iii) if submitted in accordance with paragraph (e)(ii), 10 minutes after the time the AAT website confirms the web form has been successfully submitted (as recorded on AAT's web server).

14.2 Variation of the Terminal Agreement

- (a) Subject to paragraph (c), AAT may vary the Terminal Agreement at any time by providing at least 90 days' notice to the User, provided that:

- (i) where there is a change in Law, or if the ACCC or the Independent Auditor, makes a legally binding direction to AAT, which AAT considers requires a variation to be made to the Terminal Agreement, AAT may vary the Terminal Agreement to take into account that change or direction on less than 90 days' notice, by providing as much notice as reasonably possible to affected Users (which may include immediate notice);
 - (ii) in relation to any variation to a Tariff which is a Charge as defined in the Undertaking, AAT may only vary the relevant Tariff each year in accordance with the Undertaking;
 - (iii) AAT may vary the AAT Policies and Procedures by publishing the updated AAT Policies and Procedures on the AAT website and sending a notice by email to subscribers who have elected to receive email alerts in connection with the Terminal Agreement and its subject matter; and
 - (iv) if any alternate process for variation applies to the variation of a document comprising the Terminal Agreement (other than these General Terms), then that process will apply to the variation of that document.
- (b) The User acknowledges that the AAT Policies and Procedures are living documents which outline operational procedures and processes including for health, safety, security and environmental protection at each Terminal. The AAT Policies and Procedures are updated regularly (and in some cases, such as the AAT Traffic Management Plan, can be updated daily). The User acknowledges its responsibility to:
- (i) subscribe to receive email alerts on topics relevant to the User (including this Terminal Agreement and any Terminal Services relevant to the User), as described above; and
 - (ii) review, and ensure that its Personnel review, the AAT Policies and Procedures, and any relevant subscriber email alerts, in accordance with the Site Access Rules before physically attending the Terminal site.
- (c) Amendments made to Tariffs applying to matters governed by the Undertaking, will be made in accordance with the Undertaking.

14.3 Privacy

- (a) AAT may collect personal information of the User and User Personnel, including in the course of providing Site Access Services, such as identification information, video surveillance footage and information collected in connection with any drug and alcohol testing that is carried out.
- (b) AAT will comply with the *Privacy Act 1988* (Cth) in respect of the personal information referred to in paragraph (a).
- (c) Where the User discloses or provides AAT or its Personnel with access to personal information (of the User or User Personnel) under or in connection with the Terminal Agreement, the User must take all steps required under the Privacy Act to allow the collection and use of that personal information by AAT and AAT Personnel for purposes related to the Terminal Agreement and the conduct of AAT's business without AAT needing to provide any additional notices or obtain any additional consents.

14.4 Intellectual Property Rights

- (a) AAT, its licensors, supplier or subcontractors, remain the owner of all AAT Materials, including all Intellectual Property Rights in them.
- (b) AAT grants the User a non-exclusive, non-transferable, limited licence to use the AAT Materials for the purposes of receiving Terminal Services. Except as expressly provided in the Terminal Agreement, the User does not obtain any right, title or interest in or to the AAT Materials.

14.5 Entire Agreement

- (a) Nothing in the Terminal Agreement limits any liability either party may have in connection with any representations or other communications (either oral or written) made prior to or during the term of the Terminal Agreement, where such liability cannot be excluded (including under the Australian Consumer Law).

- (b) Subject to paragraph (a) and the terms of the Undertaking, the Terminal Agreement forms the entire agreement between AAT and the User in relation to its subject matter and to the maximum extent permitted by Law, replaces and supersedes all past discussions, representations, agreements or understandings, whether written or oral.

14.6 No waiver

- (a) The failure by any party at any time to exercise or enforce any of its powers, remedies or rights under the Terminal Agreement will not constitute a waiver of those powers, remedies or rights or affect that party's rights to exercise or enforce those powers, remedies or rights at any time.
- (b) Any single or partial exercise of any power, remedy or right does not preclude any other or further exercise or partial exercise of any other power, remedy or right under the Terminal Agreement.

14.7 Assignment

- (a) The User may not assign its rights under the Terminal Agreement except with the prior written consent of AAT, not to be unreasonably withheld.
- (b) AAT may by notice to the User assign its rights or novate its rights and obligations for the purposes of an internal restructure or in connection with the sale of some or all of its assets. AAT may not otherwise assign its rights under the Terminal Agreement without the User's consent, not to be unreasonably withheld.

14.8 Subcontracting

AAT may use subcontractors to perform its obligations under the Terminal Agreement. AAT remains responsible for the performance of its obligations, except as set out in the Terminal Agreement.

14.9 Relationship of the parties

Except as expressly provided in the Terminal Agreement, nothing in the Terminal Agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust, and neither party has authority to bind the other party.

14.10 Severability

Any provision of the Terminal Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make the Terminal Agreement enforceable, unless this would materially change the intended effect of the Terminal Agreement.

14.11 Governing Law:

The laws in New South Wales apply to the Terminal Agreement. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

Schedule 1 Dictionary and interpretation

1 Dictionary

AAT means Australian Amalgamated Terminals Pty Ltd ABN 13 098 458 229.

AAT Equipment means equipment at the Terminal that is owned or leased by AAT.

AAT Materials means any material, software documents, reports, data, information, logos, designs, trademarks, names and symbols provided to the User under the Terminal Agreement, including the AAT Policies and Procedures.

AAT Policies and Procedures means the policies and procedures referred to in clause 5.3(d)(iii).

ACCC means the Australian Competition and Consumer Commission.

Anti-Bribery and Corruption Laws means:

- (a) the Australian *Criminal Code Act 1995* (Cth);
- (b) the United States of America Foreign Corrupt Practices Act of 1977;
- (c) the United Kingdom Bribery Act 2010; and
- (d) any other applicable Law which has as its objective the prevention of bribery and corruption.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Automotive and RoRo Cargo means cargo that is a car, or that is a wheeled or tracked, self propelled or towed unit that is not a car, including a bus, truck, mobile home, motorcycle, mining and agricultural machinery, trailer and caravan.

Berthing Protocols means the berthing priority rules and protocols at the relevant Terminal.

Bill of Lading means a bill of lading and any other contract for carriage for the relevant Cargo.

Biosecurity Act means the *Biosecurity Act 2015* (Cth).

Bulk Cargo means cargo that is unpackaged or loose (such as grain, mineral sand or fertiliser) or which constitute liquids (such as oil), that are not containerised.

Business Day means Monday to Friday excluding public holidays in the State of the relevant Terminal.

Cargo means cargo in respect of which the User receives Cargo Services, which may include Automotive and RoRo Cargo, Bulk Cargo, General Cargo or Project Cargo, and Container Cargo.

Cargo Schedule means Schedule 2.

Cargo Services has the meaning given in section 1.2(a) of Schedule 2.

Carrier means any person who is responsible for the transport or carriage of Cargo, including a Shipping Line or Transport Operator, but for clarity, excludes AAT.

Chain of Responsibility Laws means the laws concerning chain of responsibility in the Heavy Vehicle National Law implemented in each jurisdiction in Australia (including the *Heavy Vehicle National Law (ACT) Act 2013* (ACT), *Heavy Vehicle (Adoption of National Law) Act 2013* (NSW), *Heavy Vehicle National Law Act 2012* (Qld), *Heavy Vehicle National Law (South Australia) Act 2013* (SA), *Heavy Vehicle National Law (Tasmania) Act 2013* (Tas), *Heavy Vehicle National Law Application Act 2013* (Vic) and associated regulations).

Charges means the Tariffs and any Third Party Costs.

Claim means, in relation to a party, a demand, claim, action or proceeding made or brought by or against that party, however arising and whether present, unascertained, future or contingent.

Conditions of Entry has the meaning given in clause 5.2.

Confidential Information means information (including information in the form of documents or any other form of media, and information that is learned in the form of observable techniques, processes and know-how) about a person which is by its nature confidential, designated as confidential, or which the recipient of the information ought reasonably to know in the circumstances is confidential, and which is not otherwise publicly known.

Consequential Loss means:

- (a) demurrage;
- (b) loss of income and profit; and
- (c) any loss or damage which does not arise naturally (that is, according to the usual course of things) from the breach or other act or omission giving rise to the relevant liability.

Container means any package, case, vehicle, container, trailer, railcar, transportable tank, flat, pallet, bolster or other article of transport or other thing used or designed to be used to convey, carry, contain, consolidate, protect or support, and that may contain, goods, including any contents.

Contaminants means chemical, physical or other contaminants which present or may present a quality risk, food safety risk or processing hazard, including any residue of such contaminants.

Corporations Act means the *Corporations Act 2001* (Cth).

Dangerous Goods means the substances, materials and articles that are covered by the International Maritime Dangerous Goods Code or that are otherwise considered hazardous because of noxious, flammable, explosive, corrosive, volatile or radioactive nature or properties.

Dangerous Cargo means Cargo that is damaged, structurally unsound, is otherwise dangerous or potentially damaging Cargo that might injure or damage people, property or the environment, or is Cargo that constitutes Dangerous Goods.

Default Rate means a rate that is 3% above the cash rate target determined by the Reserve Bank of Australia applicable during the period that the amount is overdue.

Departure Time means the time nominated for a Vessel to depart from the berth, including as that time is amended in accordance with section 3(a) or 3(c) of Schedule 3.

Dispute means a dispute in connection with the Terminal Agreement.

Dispute Notice has the meaning given in section 8.1(c).

Force Majeure Event means:

- (a) an act of God, Weather, explosion or fire;
- (b) strikes or other industrial action, other than strikes or other industrial action primarily involving some or all of a party's employees;
- (c) expropriation, restraint, prohibition or other frustrating or restraining act or occurrence directed at or affecting a party and prohibiting or restraining the conduct of that party effected by Act of Parliament, legally enforceable order of any Regulator, or court of competent jurisdiction whether local, State, Federal or in any other jurisdiction;
- (d) war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil disorder, civil commotion, martial law, national emergency (whether in fact or law), pandemic or epidemic; or
- (e) any other event which is beyond the reasonable control of the affected party.

Forecast Charges means AAT's reasonable estimate of the Charges that will be payable by a User for the Terminal Services AAT expects are likely to be provided by AAT, either:

- (a) in the next 30 day period, or
- (b) in connection with the next Vessel arrival in respect of which the User will receive Terminal Services,

whichever is the greater amount, having regard to any information provided by the User and AAT's experience of providing Terminal Services to the User or other Users.

General Cargo means cargo that is transported as one packaged item, for example, a pallet or a box, excluding Project Cargo and Container Cargo.

General Terms means clauses 1 to 14 of, and the Schedules to, these General Terms.

Government Official means:

- (a) an officer, employee, agent or representative of:
 - (i) a government department or agency, or Regulator;
 - (ii) a government-owned instrumentality (such as a state-owned enterprise); or
 - (iii) a public international organisation;
- (b) a person who holds or performs the duties of an appointment, office or position under a Law or pursuant to local custom or convention; or
- (c) a legislative or judicial office holder, military appointee, or authorised intermediary (or persons who hold themselves out as being authorised intermediary) of officials,

including a Harbour Master.

Handling Services has the meaning given in section 1.2(a)(ii) of Schedule 2.

Harbour Master means the harbour master or their delegate engaged for the relevant Terminal pursuant to applicable Law.

Hours of Operation has the meaning given in clause 3.3(a).

Independent Auditor means an Independent Auditor appointed under the Undertaking.

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

- (a) an application is made to a court for an order appointing a liquidator or provisional liquidator to that person or its business, or one of them is appointed, whether or not under an order;
- (b) an application is made to a court for an order, or an order is made, that the person or its business be wound up;
- (c) that person enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium, or other administration (other than a solvent reconstruction) involving any of them;
- (d) that person resolves to wind itself up or otherwise dissolve, or gives notice of an intention to do so;
- (e) that person is unable to pay its debts when they fall due;
- (f) as a result of the operation of section 459F(1) of the Corporations Act or any corresponding legislation, that person is taken to have failed to comply with a statutory demand;
- (g) that person makes a statement from which it may be reasonably deduced that it is subject to an event described in section 459C(2)(b) or section 585 of the Corporations Act or any corresponding legislation;
- (h) that person takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to that person;
- (i) it ceases to carry on business or threatens to do so; or
- (j) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade

secret, semi conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Labelling Requirements means the notification, documentation, description or labelling requirements specified by AAT for Cargo.

Law means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by any central government (including any State or Territory governance), Commonwealth, or any local government, and includes common law and the principles of equity as applicable from time to time, and any applicable industry codes of conduct or codes of practice, including port regulations, Modern Slavery Laws, Sanctions, Anti-Bribery and Corruption Laws.

Loss means all losses, liabilities, fines, penalties, damages, claims and interest, and all related costs and expenses (including labour costs and any and all legal costs), and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties, and labour costs.

Modern Slavery means conduct defined as “modern slavery” in the *Modern Slavery Act 2018* (Cth).

Modern Slavery Laws means the:

- (a) *Modern Slavery Act 2018* (Cth);
- (b) Divisions 270 and 271 of the *Criminal Code 1995* (Cth); and
- (c) any other Laws or regulations in respect of anti-Modern Slavery Laws, in Australia or anywhere else in the world.

MSIC has the meaning given in clause 5.7(b)(iii).

MTOFS Act means the *Maritime Transport and Offshore Facilities Security Act 2003* (Cth).

Non-Excludable Provision has the meaning given in clause 10.1(b).

Open Access Conditions has the meaning given to this term in the Undertaking.

Operational Constraints has the meaning given in clause 3.4(a)(i).

Other Terminal Parties means parties other than AAT that provide services or perform duties or functions at the relevant Terminal, which other parties may also be other Users and may include stevedores, shipping lines, transport operators, other service providers and Government Officials such as quarantine officers.

PDI Operator means a pre-delivery and inspection operator.

Personnel of a party means officers, employees, agents and subcontractors of that party, and includes officers, employees, agents and subcontractors of any subcontractor.

Port Lessor means the lessor of the Terminal.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Privacy Act means the *Privacy Act 1988* (Cth).

Project Cargo means bulky or heavy items of cargo that require specific equipment, planning and expertise to discharge from or load onto a vessel or Transport Vehicle, including windfarm blades, other windmill componentry and tunnel boring machines.

Quarantine Services has the meaning given in section 1.2(a)(iii) of Schedule 2.

Quay Side Schedule means Schedule 3.

Quay Side Services means the allocation of a berth to a Vessel and the provision of facilities to enable a Vessel to arrive and depart from a berth.

Quote means a quote provided by AAT in respect of Terminal Services that has been accepted by a User (in writing, electronically (including by email) or by conduct, including where the User proceeds to receive relevant Terminal Services the subject of the quote).

Receival and Delivery Services has the meaning given in section 1.2(a)(i) of Schedule 2.

Receival Standards means any receival standards in place at the relevant Terminal that are applicable to a particular kind of Cargo.

Regulator means any government or any regulatory, supervisory, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including the Australian Competition and Consumer Commission, the Australian Border Force, Department of Agriculture Water and the Environment and the Australian Maritime Safety Authority.

Release Request means a system generated document produced by AAT containing information relevant to Cargo that is cleared to be collected by a User.

Required Information means:

- (a) a complete description of the Cargo, including packaging, weight, content, dimensions (being length at longest point, width at widest point and height at highest point), quality, quantity, condition, marks and numbers;
- (b) any instructions concerning the receival, handling (including lifting instructions and prescribed lifting points), care, control or storage of the Cargo having regard to the nature and packaging of the Cargo and whether the Cargo is Weather Sensitive Cargo;
- (c) information about the condition of the Cargo;
- (d) in respect of any Dangerous Cargo, the fact that the Cargo is Dangerous Cargo and a full description of the Cargo and stowage instructions (including the chemical and physical properties);
- (e) in respect of Automotive or RoRo Cargo, the vehicle identification number where applicable;
- (f) in respect of Containers:
 - (i) an accurate VGM declaration; and
 - (ii) whether the Containers are temperature controlled and any instructions concerning the receival, handling, care, control or storage of the Containers having regard to the nature and packaging of the Containers (including any temperature range and instructions relating to refrigerated Containers);
- (g) in respect of Bulk Cargo, the material safety data sheet; and
- (h) any other information, specifications or instructions that a reasonable person in the position of the User would provide to AAT having regard to the Cargo to be delivered to the Terminal and the Cargo Services that may be performed by AAT in respect of that Cargo.

Required Insurance has the meaning given in clause 9(b).

Safety Documentation means safe work method statements, risk assessments, job safety analyses, incident investigation and reporting procedures, drug and alcohol procedures, employee assessment and competency training and any other documentation relating to the safety of any services, duties or functions to be performed at the Terminal.

Sanctions means any sanctions, prohibitions, guidance, directions, orders, 'Restricted Persons List' or other similar list issued by a Regulator in relation to import/export control laws, regulations or any other trade compliance which adversely affects either the exercise of rights or the performance of obligations by AAT or the User under the Terminal Agreement.

Scanners means the handheld scanners provided by AAT, which provide access to the Terminal Operating System.

Security Interest has the meaning given in the PPSA.

Services Schedules means, where the User has received or will receive:

- (a) Cargo Services, the Cargo Schedule; and
- (b) Quay Side Services, the Quay Side Schedule; and

(c) Transport Operator Services, the Transport Operator Schedule.

Shipping Line means the person who owns, charters or operates a Vessel that:

- (a) has been engaged by a person to transport Cargo to or from a Terminal; or
- (b) is a cruise or navy ship.

Site Access Rules has the meaning given in clause 5.1(a).

Site Access Services has the meaning given in clause 3.1(a).

Site Attendee has the meaning given in clause 5.1(b).

Stevedore means a stevedore that is licensed to operate at the Terminal.

Stacking Area means a part of the Terminal that AAT has from time to time allocated to a Stevedore to facilitate the discharge of a Vessel.

Storage Services has the meaning given in section 1.2(a)(iv) of Schedule 2.

Tariff means the amount payable for any Terminal Service as set out in the Tariff Schedule or any Quote.

Tariff Schedule means the tariff schedule that is in effect at the relevant Terminal and available at the AAT website.

Terminal means each terminal, including the terminal site and facilities, and each berth, at which the User is receiving, or wishes to receive, Terminal Services, which may be:

- (a) Appleton Dock in Victoria;
- (b) Port Kembla in New South Wales;
- (c) Fisherman Islands in Queensland; or
- (d) Webb Dock West in Victoria.

Terminal Agreement has the meaning given in clause 1.1(c).

Terminal Operating System means the computerised system used by AAT, Users and Other Terminal Parties to manage Cargo movements through the Terminal.

Terminal Services has the meaning given in clause 3.1(b).

Third Party Costs means the costs, charges, fees, imposts or levies that are payable by AAT to any third party arising from the provision of the Terminal Services to the User, but excluding those costs that AAT becomes liable to pay in connection with the ordinary operation of its business, including wages, salaries and fees for AAT Personnel.

Transport Operations means the operations of a Transport Operator at the Terminal, including the movement of Cargo by a Transport Operator within the Terminal, and the collection and surveying of Cargo.

Transport Operator means the person owning or operating a Transport Vehicle that has been engaged by a User to transport Cargo to or from a Terminal, including a PDI Operator.

Transport Operator Schedule means Schedule 4.

Transport Operator Services means the services provided by AAT specifically to Transport Operators under Schedule 4.

Transport Vehicles means a truck, train, road vehicle or rail wagon, but excludes any such transport vehicle that arrives at the relevant Terminal as Cargo and any Vessel.

Undertaking means the Undertaking to the Australian Competition and Consumer Commission given under section 87B of the Competition and Consumer Act 2010 (Cth) by Australian Amalgamated Terminals Pty Ltd ACN 098 458 229, Melbourne International RoRo & Auto Terminal Pty Ltd ACN 163 814 364 and Qube Holdings Limited ACN 149 723 053, dated 9 April 2025.

Unsuitable Cargo has the meaning given in section 2.3(a) of Schedule 2.

User means any of the following persons:

- (a) a Shipping Line;
- (b) a consignee (being any person to whom Cargo is consigned);
- (c) a Transport Operator; and
- (d) any other person who accesses a Terminal, other than a Stevedore.

User Equipment means equipment owned by the User or equipment that the User brings to and is responsible for at the Terminal (excluding AAT Equipment).

VBS means the vehicle booking system made available by AAT.

Vessel means a vessel that has berthed or intends to berth at the Terminal.

Weather means all weather conditions, including sun exposure, air temperature, atmospheric pressure, humidity, precipitation, wind, rain, storm (including thunderstorm and hailstorm), lightning strike, meteor strike, abnormally high or low tidal events (including king tides and the lowest astronomical tide), storm surge, tsunami, flood, earthquake, landslide, cyclone, typhoon or hurricane.

Weather Sensitive Cargo means Cargo that is at risk of damage, spoiling, contamination, decay or destruction due to general weather, such as rain and sun.

2 Interpretation

In these General Terms, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of the General Terms;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly', 'for example' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to these General Terms;
 - (vi) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and
 - (vii) a monetary amount is in Australian dollars; and
- (g) in determining the time of day, where relevant to this Agreement, the relevant time of day is (for the purposes of giving or receiving notices) the time of day where a party receiving a notice is located, or (for any other purpose under this Agreement) the time of day in the place where the party required to perform an obligation is located.

Schedule 2 Cargo Services

1 General

1.1 Application of this Schedule

This Schedule 2 sets out the terms that apply where a User receives Cargo Services or handles Cargo at any Terminal.

1.2 Cargo Services

- (a) **Cargo Services** refers to any services provided by AAT in respect of Cargo, including:
- (i) **Receival and Delivery Services** – services provided by AAT for:
 - (A) the receival of Cargo delivered to the Terminal by a Shipping Line or Transport Operator; and
 - (B) facilitating the collection of Cargo from the Terminal by a User (typically a Shipping Line or Transport Operator);
 - (ii) **Handling Services** – services provided by AAT for the handling, movement or processing of Cargo at the relevant Terminal, including crane lifts, jump starts (in respect of Automotive or RoRo Cargo) and actions taken in respect of Unsuitable Cargo under section 2.3;
 - (iii) **Quarantine Services** – services provided by AAT in respect of Cargo to meet quarantine, customs or export requirements applicable to that Cargo, including inspection services, treatment, washing, fumigation, application of salt rings and cleaning services (**Quarantine Services**); and
 - (iv) **Storage Services** – services provided by AAT in respect of the storage of Cargo at the relevant Terminal.
- (b) The Cargo Services supplied by AAT to a User may be more specifically defined or agreed with the User, from time to time, for example, in a Tariff Schedule or Quote.
- (c) The User agrees that it will acquire those Cargo Services that AAT reasonably determines are necessary to provide in order for the Cargo to be processed through the Terminal efficiently. For example, AAT may determine that Cargo Services are necessary:
- (i) based on the condition of particular Cargo, i.e. in accordance with section 2.3 or for example if Automotive or RoRo Cargo requires a jump start in order to move that Cargo throughout the Terminal, AAT will provide those Handling Services;
 - (ii) to preserve the Cargo or secure the safety, storage, carriage or shipment of the Cargo;
 - (iii) based on Operational Constraints, i.e. if the User has failed to remove Cargo from the Terminal, AAT may provide Handling Services to move the Cargo from one storage area of the Terminal to another in order to accommodate new Cargo received at the Terminal;
 - (iv) due to information (including the Required Information) provided by the User being inaccurate, misleading or incomplete; and
 - (v) based on the directions or decisions of a Regulator or Government Official, i.e. if a Government Official notifies AAT that Automotive or RoRo Cargo delivered to the Terminal requires Quarantine Services in order to be collected from the Terminal, AAT will provide those Quarantine Services,

provided that where a Cargo Service is not covered by a published Tariff, or is listed as 'POA' in the Tariff Schedule, i.e. price on application (or equivalent), AAT will provide a quote to the User before providing such Cargo Services.

- (d) The User may also request that AAT provide particular Cargo Services, in which case section 1.3 may apply.

1.3 Quotes

- (a) Where a Cargo Service is not covered by a published Tariff, or is listed as 'POA' in the Tariff Schedule, the User may request a quote for AAT's performance of those Cargo Services and must provide AAT with the Required Information and any other information reasonably requested by AAT.
- (b) A quote may be accepted in writing, electronically (including by email) or by conduct, including where the User proceeds to receive relevant Cargo Services the subject of the quote.
- (c) Any quote by AAT may be withdrawn by AAT at any time prior to acceptance by the User and any quote is not to be construed as an obligation on AAT to supply Cargo Services in accordance with the Terminal Agreement or otherwise, until that quote has been accepted.
- (d) While AAT takes care in preparing quotes, AAT is entitled to vary any quote to account for any cost increases, including increases in Third Party Costs, in providing the Cargo Services at any time prior to the quote being accepted by the User. A quote is deemed to be withdrawn upon the issuance of a varied quote, and only the latest varied quote is capable of acceptance.
- (e) After a Quote is accepted by a User, it cannot be cancelled or deferred by the User without AAT's prior written agreement and then provided that the User is responsible for any Loss suffered by AAT as a result of that cancellation or deferral. AAT will take reasonable steps to mitigate any such Loss. The User's liability for AAT's Losses under this clause does not apply where the cancellation or deferral is reasonably attributable to an act or omission of AAT or AAT Personnel.

1.4 Limitations

AAT is not:

- (a) a common carrier, and does not have the obligations of or liability as a common carrier; and
- (b) the consignor in relation to the transport of any Dangerous Goods under applicable Law and does not have the liability or obligations of a consignor of Dangerous Goods. Where the User is a consignor of Dangerous Goods, the User authorises AAT to nominate the User as the consignor in any documentation.

2 Receival and delivery of Cargo

2.1 Notification of Cargo to be delivered

- (a) If the User wishes to have Cargo delivered to a Terminal, the User must at least 7 days prior to the delivery of Cargo to the Terminal:
 - (i) notify AAT that the User wishes to deliver Cargo to the Terminal and request AAT approval for such delivery; and
 - (ii) provide AAT with the Required Information for the Cargo.
- (b) If the User notifies AAT that Cargo it wishes to deliver to the Terminal is Dangerous Cargo, the User must ensure that all documentation, including permits and approvals, required for the delivery of Dangerous Cargo to the Terminal, is delivered with the Cargo.
- (c) The User declares and represents that any Required Information provided to AAT under paragraph (a)(ii) is true, accurate and complete.
- (d) The User acknowledges and agrees that AAT is:
 - (i) entitled to rely on the Required Information provided to AAT by the User or any other User and is not required to make any enquiries of the User or any other User in respect of the Cargo; and
 - (ii) not responsible and has no liability for errors, omissions or inaccuracies in the Required Information provided by the User or any other User.

- (e) Following receipt of a notification under paragraph (a), where AAT approves the delivery of the Cargo to the Terminal, AAT will notify the User of:
 - (i) the Labelling Requirements in respect of the Cargo;
 - (ii) the receival window for the Cargo; and
 - (iii) any other relevant requirements.
- (f) Without limiting section 7.1, if the User instructs AAT to use a particular method of handling, care, control or storage in respect of the Cargo, AAT will give consideration to such instructions, but the User authorises AAT to use any method for handling, care, control or storing the Cargo if AAT, in its discretion, considers it reasonably necessary to deviate from the method instructed.

2.2 Refusal of service

- (a) For the purposes of clause 3.2(a)(ix), AAT may refuse to provide Cargo Services to the User:
 - (i) in accordance with section 2.3;
 - (ii) where the Cargo does not meet the Receival Standards for that Cargo;
 - (iii) where the Required Information provided by the User is found to be inaccurate, misleading or incomplete; or
 - (iv) where the weight or dimensions of Cargo materially varies from the weight or dimensions as declared in the Required Information provided by the User or any other User.
- (b) For the purposes of clause 3.2(c), where AAT refuses to provide Cargo Services in the circumstances described in paragraph (a)(iv) above, the User may remedy those circumstances by redeclaring the correct weight and dimensions and amending the appropriate documentation, at the User's cost.

2.3 Unsuitable Cargo

- (a) If Cargo is delivered to any Terminal and in AAT's reasonable opinion the Cargo:
 - (i) is or is likely to become Dangerous Cargo, and AAT was not notified that the Cargo was Dangerous Cargo at least 48 hours prior to the delivery of the Cargo to the Terminal or did not provide its approval to the delivery of the Dangerous Cargo;
 - (ii) does not comply with all applicable Laws, including any Laws applicable relating to carriage, handling or storage; or
 - (iii) is unsuitable to be handled or otherwise dealt with in the normal course of business at that Terminal, including by using the facilities, equipment and operating procedures at that Terminal,

(Unsuitable Cargo), AAT may:

 - (iv) refuse to provide Terminal Services (including Cargo Services) or may agree to provide Terminal Services (including Cargo Services) on conditions (in accordance with clause 3.2);
 - (v) take whatever measures it considers to be reasonably necessary to ensure that the Unsuitable Cargo is no longer Unsuitable Cargo, which may include opening, weighing or measuring the Cargo (including the contents of a Container), requiring the Cargo to be repacked or reloaded, testing or analysing the Cargo, delaying or rescheduling the loading and carriage of the Cargo, or disposing of, destroying or rendering harmless the Cargo; and/or
 - (vi) require the User to promptly remove the Cargo from the Terminal within a reasonable time period nominated by AAT (which will normally not exceed 48 hours).
- (b) If AAT takes action in respect of Unsuitable Cargo under these General Terms (including under section 7.4):
 - (i) the User acknowledges and agrees that such actions will be undertaken by AAT at the User's cost, except where such actions are only required to be taken due to the acts or omissions of AAT; and

- (ii) without limiting clause 10.6, AAT will have no liability for any Losses suffered or incurred by the User arising from such actions of AAT, except to the extent that Losses are caused by AAT's fraud, or wilful or criminal misconduct.
- (c) AAT will use reasonable endeavours to provide notice to the User before taking action in respect of Unsuitable Cargo, but the User acknowledges that in some circumstances it will not be practicable to provide advance notice, including where action must be taken to preserve safe operating conditions at the Terminal.

2.4 Warranties

- (a) The User warrants that at all times while the Cargo is at the Terminal, the Cargo:
 - (i) is properly packed:
 - (C) to withstand the risks of, or incidental to, handling, transport and storage; and
 - (D) where the Cargo is Container Cargo, in a manner to ensure balance across and along a container or trailer, and that it is adequately restrained to prevent movement during transport;
 - (ii) complies with any Labelling Requirements;
 - (iii) does not exceed its rated gross capacity;
 - (iv) complies with all applicable Laws, including any Laws applicable to the particular Cargo type in question or relating to carriage, handling, packaging or storage and does not contain goods that are illegal, sanctioned or contraband;
 - (v) where the Cargo is temperature controlled, has been delivered to the Terminal in the correct temperature range; and
 - (vi) is:
 - (E) safe for carriage by sea, road or rail; and
 - (F) suitable to be handled or otherwise dealt with in the normal course of business at the Terminal, including by using the facilities, equipment and operating procedures at the Terminal.
- (b) The User represents and warrants that it is the owner, or authorised agent of the owner or person who has an interest in, the Cargo.

2.5 Cargo delivered to the Terminal

- (a) Subject to section 2.7, AAT acts as a bailee of any Cargo delivered to the Terminal and does not have any title or ownership in that Cargo.
- (b) AAT is entitled to deliver the Cargo to the bearer of the appropriate Bill of Lading (or delivery order issued pursuant to a Bill of Lading).
- (c) AAT is not responsible for verifying Bills of Lading or delivery orders and will not be liable for any delivery of Cargo to an incorrect recipient, provided that AAT has complied with paragraph (b), except to the extent the incorrect delivery is caused by AAT's fraud, or wilful or criminal misconduct.
- (d) For clarity, except where AAT provides inspection services as part of Quarantine Services, AAT has no obligation to inspect any cargo delivered to the Terminal and no inspection undertaken by AAT will increase AAT's liability under the Terminal Agreement.

2.6 Cleanliness

- (a) Where the User is a Carrier, the User must ensure that its Transport Vehicles and Vessels (as applicable) that arrive at each Terminal to collect or deliver Cargo, arrive in a clean, empty and well-maintained condition, free from Contaminants.

- (b) AAT has no obligation to inspect Transport Vehicles or Vessels, however AAT may in its discretion inspect a Transport Vehicle or Vessel and if having done so it reasonably determines that the Transport Vehicle or Vessel does not meet the conditions described in paragraph (a), having regard to the Cargo to be transported, AAT may reject the Transport Vehicle or Vessel as unfit to transport Cargo and may refuse to load or unload Cargo to the Transport Vehicle or Vessel.
- (c) If a Transport Vehicle or Vessel is rejected by AAT under paragraph (b), the Carrier must remove the Transport Vehicle or Vessel from the Terminal, unless AAT provides its approval for the Transport Vehicle or Vessel to be cleaned at the Terminal (which approval may be given or withheld in its discretion and subject to conditions).

2.7 Lien

- (a) In addition to any statutory rights or remedies available to AAT and to the extent permitted by Law, the Cargo is delivered to the Terminal subject to a general and particular lien for all charges due, or which may become due, to AAT by the User in respect of any Cargo Services.
- (b) If AAT intends on exercising its lien over, and power of sale of, the Cargo, AAT must first notify the User of that intention, identify the matters to which the User must attend in order to avoid that outcome, and allow the User at least 7 days to attend to those matters.
- (c) If at the conclusion of the 7-day period under paragraph (b), the lien has not been satisfied or the Cargo has not been collected, then subject to Law, AAT may at its option, in the case of perishable Cargo, immediately, and in any other case upon the expiration of a further 7 days' notice:
 - (i) remove such Cargo or part of such Cargo at the risk and cost of the User and store it in such place and manner as AAT reasonably considers proper; and
 - (ii) exercise its rights under section 7.4.

2.8 Personal Property Security Regime

- (a) The User must not register a Security Interest against AAT without first notifying AAT in writing.
- (b) The parties agree that the subject matter referred to in section 275(1) of the PPSA is Confidential Information of each party.

2.9 Bills of Lading

- (a) Where the User is a Carrier, the User represents, warrants and must ensure that:
 - (i) AAT and its Personnel have the benefit (as against the consignor, consignee and any other person with an interest in the Cargo, whether by way of Himalaya clause or otherwise) of each exemption, limitation, defence, immunity and other benefit contained in the Bills of Lading in respect of acts or omissions occurring from the earlier of the time that the Cargo or Carrier for the Cargo arrives at the Terminal, until the later of the time that the Cargo or Carrier for the Cargo leaves the Terminal; and
 - (ii) it obtains from any consignor of Cargo (on the consignor's own behalf, and on behalf of the consignee and any other person with an interest in the Cargo), through its Bill of Lading or otherwise, consent to the sub-bailment of the Cargo on these General Terms, including by providing notice of these General Terms,

and for clarification, each of paragraphs (i) and (ii) are intended to apply separately and additionally to each other.

- (b) If a Bill of Lading is issued after any Cargo is delivered to the Terminal (or if a Bill of Lading was intended to be issued but for whatever reason was not) and it contains (or would have contained) the term(s) referred to in paragraph (a), the term(s) will be deemed to apply to AAT and its Personnel from the earlier of the time that the Cargo or Carrier for the Cargo arrives at the Terminal.

3 Weight and dimensions

- (a) The User acknowledges that AAT may in its discretion use weighing and measurement systems, equipment and processes at each Terminal to determine the weight and dimensions of Cargo.
 - (b) The User agrees to be bound by any determination (including maximum permissible errors) made by AAT under paragraph (a) in the absence of manifest error. The User agrees that it is not a manifest error if the relevant determination is within the maximum permissible error as permitted by Law or through generally accepted industry practice.
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4 Quarantine Services

- (a) The User acknowledges and agrees that AAT will make Cargo available for inspection by Government Officials, including for quarantine, customs or quality testing or sampling, in accordance with applicable Law.
 - (b) AAT provides Quarantine Services at the Terminal for quarantine held Cargo that requires treatment under the Biosecurity Act. AAT holds 'approved arrangements' under the Biosecurity Act and is subject to the requirements of that Act.
 - (c) Quarantine Services are provided on request of the User and will be provided in accordance with a Quote. If a User does not wish to receive Quarantine Services from AAT, the User must arrange to obtain the services required to meet quarantine requirements outside the Terminal and the User is responsible for obtaining appropriate transport services for the Cargo.
 - (d) Quarantine Services are:
 - (i) provided to address an identified quarantine risk;
 - (ii) available to render the Cargo suitable to pass quarantine inspections; and
 - (iii) carried out in accordance with the requirements of the Department of Agriculture, Fisheries and Forestry.
 - (e) The User must make its own enquiries as to the suitability of the Quarantine Services for its purposes.
 - (f) The User acknowledges and agrees that in the course of providing Quarantine Services:
 - (i) any plastic wrapping on the Cargo may be slashed or removed if reasonably required in order for the Quarantine Services to be provided; and
 - (ii) there is always a risk that damage may be caused to the Cargo. AAT will not be liable for any such damage, unless such damage is caused by AAT's deliberately wrongful act or omission, or negligence.
 - (g) AAT will not be liable for any failure of Cargo to be processed through a Terminal due to the decision of a Government Official, except where the failure is caused by AAT's fraud, or willful or criminal misconduct in the provision of Quarantine Services.
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5 Bulk Cargo

5.1 Admixture

- (a) The User acknowledges and accepts that:
 - (i) each Terminal receives and is used to load and unload different types of bulk commodities; and
 - (ii) there is an inherent risk of admixture in such Terminals.

5.2 Contaminants

- (a) The User must not deliver to any Terminal any Bulk Cargo that is known or suspected to contain Contaminants.
-

- (b) The User acknowledges that each Terminal receives Cargo (including grain) from other Users and AAT has no obligation to inspect Cargo delivered to any Terminal for Contaminants.
- (c) AAT will have no liability for Loss suffered or incurred by the User as a result of Contaminants being delivered to the Terminal by any other User or Other Terminal Party, except to the extent caused by AAT's fraud, or willful or criminal misconduct.

5.3 Refusal of Service

- (a) For the purposes of clause 3.2(a)(ix), AAT may refuse to provide Receival and Delivery Services to the User in respect of Bulk Cargo where the User has previously delivered Bulk Cargo to any Terminal and that Bulk Cargo was found to contain Contaminants.
- (b) For the purposes of clause 3.2(c), where AAT refuses to provide Receival and Delivery Services in the circumstances described in paragraph (a), AAT may require the User to provide evidence to AAT that there is no further risk of contamination arising from deliveries by the User to any Terminal, which may include evidence of sample inspections, verification or certification provided by an independent expert that contamination is manageable or has been removed, or an inspection of Vessels or Transport Vehicles conducted by AAT or its delegate.

6 Container Cargo

6.1 Temperature controlled Containers

If the Required Information submitted in respect of any Containers advises AAT that the Containers are temperature controlled (whether the Required Information is submitted by the User or any other User), AAT will:

- (a) on delivery of the Containers, ensure the Containers are plugged into electric power supply;
- (b) monitor the temperature of the Containers twice each 24 hour period that the Containers are stored at the Terminal;
- (c) ensure that the User who provided the Required Information is able to remotely monitor the set temperature and ventilation settings for the Containers;
- (d) on discovering any malfunction in temperature control or any other damage to the Containers, promptly report those matters to the User who provided the Required Information and take all reasonable measures to mitigate or minimise the malfunction and any further damage; and
- (e) in the event of any power outage or failure, use all reasonable endeavours to connect the Containers to an alternative power source.

7 Storage

7.1 Storage and Weather Sensitive Cargo

- (a) If the Required Information submitted in respect of the Cargo does not advise AAT that the Cargo is Weather Sensitive (whether the Required Information is submitted by or on behalf of the User), the Cargo will be stored in designated outdoor areas of a Terminal.
- (b) If the Required Information submitted in respect of the Cargo advises AAT that the Cargo is Weather Sensitive, AAT will use reasonable endeavours to store the Cargo in designated undercover areas of the Terminal, if and to the extent that such areas are available at the Terminal and have capacity to enable storage of the Cargo.
- (c) The User acknowledges and agrees that each Terminal has limited undercover areas for storage, and due to Operational Constraints, AAT may not be able to provide undercover storage for Cargo that it is advised is Weather Sensitive Cargo, for any or all of the time that the Cargo is stored at the Terminal.

7.2 Security interest

- (a) If AAT receives notice from a person claiming to hold a Security Interest over the Cargo, then provided that the person provides reasonable evidence to substantiate the existence of that Security Interest, AAT is not required to release the Cargo from the Terminal until:
 - (i) the person holding or claiming to hold the Security Interest has consented to the release; or
 - (ii) AAT receives a court order requiring it to release the affected Cargo.
- (b) AAT may charge the User all reasonable costs that AAT incurs associated with tracking and maintaining records related to Security Interests held or claimed over Cargo.
- (c) The User will indemnify AAT against all Losses that AAT incurs as a result of a claim made against AAT by any person holding a Security Interest over Cargo held at the Terminal on behalf of the User relating to that Cargo.

7.3 Cargo not removed

- (a) In respect of Cargo delivered to the Terminal, the User must collect and remove the Cargo from the Terminal:
 - (i) within 3 days of delivery of the Cargo to the Terminal or, where the Cargo has been unloaded from a Vessel, 3 days from discharge of the Bill of Lading); or
 - (ii) any other period of time in respect of specific Cargo as set out in the Tariff Schedule, agreed with AAT in writing or as specified or required under any applicable Law.
- (b) If Cargo is not collected and removed from a Terminal by the User within the time period specified in section 2.3(a)(vi) or paragraph (a) (as applicable), including because AAT does not permit the User to collect the Cargo due to nonpayment as required under clause 7.2:
 - (i) the User:
 - (A) will be required to pay for Storage Services and Handling Services provided by AAT in accordance with the Tariff Schedule until the Cargo is collected and removed from the Terminal, regardless of the reasons for failing to collect and remove the Cargo (except and to the extent that the User is unable to take delivery of quarantine-held Cargo due to AAT's fraud, or wilful or criminal misconduct);
 - (B) acknowledges that, where the Cargo is Weather Sensitive Cargo stored in designated undercover areas, AAT may relocate the Weather Sensitive Cargo to designated outdoor areas (including for the reasons given in section 7.1(c)); and
 - (C) acknowledges that the risk of damage being caused to the Cargo by Weather may increase the longer that Cargo is stored at the Terminal; and
 - (ii) AAT may notify the User that AAT intends to sell or dispose of the Cargo, if the Cargo is not collected or removed by a date nominated by AAT (which must be no less than 7 days after the date of AAT's notice). If the User does not collect or remove the Cargo by the nominated date, AAT may exercise its rights under section 7.4.

7.4 Sale or disposal of Cargo

Subject to applicable Law, where AAT is entitled to satisfy a lien, or otherwise sell or dispose of Cargo under the Terminal Agreement, AAT may:

- (a) sell by public auction or private sale such Cargo or any part of it, acting reasonably, and apply the proceeds for discharge of the lien or amounts owing to AAT for Terminal Services provided by AAT without being liable to any person for any Loss caused as a result, except to the extent caused by AAT's fraud, or wilful or criminal misconduct; or
- (b) adopt a reasonable method of disposal of Cargo (having regard to the nature of the Cargo and any need to destroy or render harmless the Cargo) at the expense of the User,

without compensation being payable to the User other than accounting to the User for any balance of proceeds from sale of the Cargo in accordance with paragraph (a) after any money owed to AAT (including recovery costs and the costs of sale), and the User will be liable to AAT for all costs reasonably incurred by AAT in the exercise of these rights to the extent such costs are not recovered from the sale proceeds.

Schedule 3 Quay Side Services

1 General

1.1 Application

- (a) This Schedule 3 applies where the User is a Shipping Line.
 - (b) The Berthing Protocols apply at each Terminal and the Shipping Line must comply with the Berthing Protocols. As set out in clause 1.1(c)(iii), the Berthing Protocols will prevail to the extent of any inconsistency with the General Terms or this Schedule 3.
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2 Refusal of service

For the purposes of clause 3.2(a)(ix), AAT may refuse to provide Quay Side Services to a Shipping Line where AAT reasonably considers that the provision of those Quay Side Services would:

- (i) be restricted or prohibited under AAT's lease agreement in respect of the Terminal;
 - (ii) significantly exacerbate Operational Constraints at the Terminal; or
 - (iii) adversely impact AAT's ability to comply with, or manage berths in accordance with, the Berthing Protocols.
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3 Departure

- (a) Berths are allocated in accordance with the Berthing Protocols. AAT may at any time give directions for the Shipping Line to depart a berth by a specific time and the Shipping Line must comply with any such directions.
- (b) The Shipping Line must depart the berth by the Departure Time.
- (c) A Shipping Line may request that AAT extend its Departure Time (**Request for Extension of Departure Time**). AAT may accept or reject any Request for Extension of Departure Time in its discretion, subject to the Berthing Protocols, and may provide its acceptance subject to conditions (**Conditions of Acceptance**). AAT will not be required to accept any Request for Extension of Departure Time made by a Shipping Line until the Shipping Line has agreed to the Conditions of Acceptance (if any are imposed). If AAT and the Shipping Line agree to an extension, the agreed new time will become the Departure Time.
- (d) If a Shipping Line fails to depart the relevant berth by the Departure Time (for any reason), the Shipping Line:
 - (i) will in addition to any Charges already applying, be responsible for Charges payable in respect of the period of time that the Vessel was at the berth beyond the Departure Time; and
 - (ii) without limiting clause 10.7(a)(i), may be subject to claims made directly against the Shipping Line in respect of this failure, including by other Users who are unable to avail themselves of Terminal Services at the Terminal as a result.

Schedule 4 Transport Operator Services

1 Application

This Schedule 4 applies where the User is a Transport Operator.

2 AAT obligations

Where the Transport Operator accesses the Terminal for Transport Operations, AAT will provide the Transport Operator with details regarding:

- (a) the location of Cargo in designated Terminal laydown areas; and
 - (b) daily traffic flow and traffic flow variations in the Stacking Area for Cargo; and
 - (c) provide the PDI Operator (and any other Transport Operator who is required to perform scanning) with access to the Terminal Operating Systems via web-based applications on the Scanners at the Terminal.
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3 Cargo documentation

- (a) Prior to delivery of any Cargo to the Terminal, the Transport Operator must provide AAT with the Required Information in accordance with section 2.1 of the Cargo Schedule (Schedule 2).
 - (b) Prior to collection of any Cargo from the Terminal, the Transport Operator must provide AAT a delivery order specifying Cargo to be collected (**Delivery Order**).
 - (c) Following receipt of a Delivery Order, AAT will provide the Transport Operator with a Release Request, which will include Cargo that is customs and quarantine cleared and available for collection, and information regarding the yard location of that Cargo. The Release Request must be signed by the Transport Operator.
 - (d) The Transport Operator must not collect any Cargo from the Terminal:
 - (i) that has not been assigned to a Release Request signed by the Transport Operator; and
 - (ii) until it has been successfully scanned using a Scanner.
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4 Scanning

- (a) AAT may require the Transport Operator to perform scanning of Cargo, noting that PDI Operators will be required to perform their own scanning in all instances.
- (b) Where a Transport Operator performs scanning, the Transport Operator must:
 - (i) use Scanners to scan all Cargo delivered into, or collected from, the Terminal;
 - (ii) handle the Scanners with reasonable skill and care and return each Scanner to AAT before leaving the Terminal;
 - (iii) ensure that all Cargo collected from the Terminal is progressively scanned, on a 'load by load' basis, in real time just before that Cargo leaves the Terminal;
 - (iv) inform AAT of any failures that occur in the scanning process; and
 - (v) provide AAT with a daily movement report of Cargo (which may be provided by email) for the purposes of reconciliation, which contains details relating to Vessel, voyage, make and quantity of Cargo.

- (c) AAT will use reasonable endeavours to ensure that the Terminal Operating Systems are available via the Scanners at all relevant times (except for scheduled outages) for the Transport Operator to carry out scanning.
 - (d) In the event of any planned or unplanned systems outage or technical malfunction in respect of the Scanners or the Terminal Operating System, the Transport Operator must ensure that all records for Cargo (including records that would otherwise be captured by the Scanners or Terminal Operating Systems) are captured manually and provided to AAT at the end of each shift.
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5 Information requests and updates

- (a) The Transport Operator must provide AAT with information regarding the following matters, as requested by AAT from time to time:
 - (i) scheduled daily compound and transport movements, including the Transport Operator's planned movements within the Terminal and any changes to those planned movements;
 - (ii) volume of Cargo to be collected, moved or delivered and the areas from which the Cargo is collected, moved or delivered;
 - (iii) forecast volumes and storage requirements; and
 - (iv) yard consolidation.
 - (b) The Transport Operator must:
 - (i) promptly inform AAT if it receives any information that may adversely affect the quantity of Cargo to be removed from the Terminal; and
 - (ii) keep AAT informed of any changes in its work program.
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6 Stacking of Cargo and storage

- (a) Unless otherwise agreed with AAT, the Transport Operator must not park any Transport Vehicle or place Cargo in any location except the areas specified by AAT at the Terminal.
 - (b) The Transport Operator acknowledges its obligations under section 7.3 of the Cargo Schedule, including its obligations to pay for Storage Services and Handling Services in respect of Cargo that remains at the Terminal beyond the times nominated in that section.
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7 Health, safety and environment

Without limiting the Transport Operator's obligations under the General Terms, the Transport Operator must:

- (a) ensure that at all times it:
 - (i) has operational control over; and
 - (ii) provides and supervises systems of work in the conduct of its Transport Operations which ensure the safety of its Transport Operations at the Terminal and for all persons accessing, its work area at the Terminal;
- (b) on request by AAT, provide AAT with copies of, and allow AAT to inspect, any statistics maintained or compiled by the Transport Operator regarding health, safety and incidents in respect of the Transport Operations at the Terminal; and
- (c) ensure that all traffic cones and bollards used by the Transport Operator are collected and returned to the relevant storage area on the completion of yard operations.