



In these Terms:

Company means ORP Consultancy Pty Ltd (ACN 167 164 552) trading as DGM Australia, of 3 Viola Place, Brisbane Airport in the state of Queensland.

Consignor means the person, entity or organisation with whom the Company contracts to provide Services and includes its successors and permitted assigns.

Consignment means Item(s) accepted from the Consignor together with any packaging or containers supplied by the Consignor.

Services means the whole of the Services provided by the Company in connection with the Consignment, including but not limited to, the collection, packaging, documentation, carriage, transportation, delivery and/or storage of the Consignment.

Subcontractor means any person or entity which performs the Services for or on behalf of the Company.

Item(s) means any solid, liquid or gaseous substance, material, matter or article, inclusive of any packaging, vessel, container, apparatus, instrument or machine that they may be contained within or be a part of.

Terms means these Terms and Conditions between the Company and the Consignor.

1. The Company is not a common carrier and will accept no liability as such. All Services provided by the Company are subject to these Terms and the Company reserves the right to refuse Services to any person, entity or organisation at the sole and unfettered discretion of the Company.
2. The person/s signing these Terms warrant that:
 - (a) They are authorised to bind the Consignor to these Terms; and
 - (b) In relation to each Consignment made to the Company by the Consignor, the Company is the lawful owner of each Item contained in the Consignment or has the due authority of the lawful owner to make the Consignment; and
 - (c) Each Consignment made by or on behalf of the Company has been duly authorised by the Company.
3. The Consignor may seek to make Consignments of Items to the Company for the purpose of having the Company provide Services in respect of each Consignment.
4. The Company will render to the Consignor invoices in respect of each Consignment and the Services provided and the Consignor must pay the amount of each invoice within 7 days of the date appearing on the face of each invoice, unless otherwise agreed between the parties in writing.
5. If the Consignor fails to pay any invoice strictly in accordance with Clause 4 above, the Company:
 - a) May refuse to take any further Consignments from the Consignor or perform any further Services, until payment has been made in full; and
 - b) Will be entitled to recover from the Consignor, and the Consignor must pay to the Company, default interest on all overdue moneys at a rate of 10% per annum;
 - c) Will be entitled to recover from the Consignor its reasonable legal costs of and incidental to any default in payment, or any other default under these Terms, on a full indemnity basis, and the Consignor waives any entitlement it might otherwise have to costs disclosure under any Legal Profession legislation.
6. The Consignor must not seek the Consignment of any Item(s) to the Company which are, or may become, hazardous, dangerous or offensive, without first fully disclosing to the Company, all technical, chemical, or biological details, properties and information that may be relevant in any way whatsoever to the hazardous, dangerous or offensive nature of the Item(s).



7. For the purposes of these Terms, Item(s) referred to in Clause 6 include, but are not limited to, those Item/s that are, or suspected of being:-
 - a) Explosive, deflagrating, pyrotechnic, pyrophoric or smoke producing;
 - b) Contained above atmospheric pressure or pneumatically or hydraulically pressurized;
 - c) Flammable;
 - d) Self-reactive, dangerous when wet or spontaneously combustible;
 - e) Oxidizing or an Organic Peroxide;
 - f) Toxic, cytotoxic or infectious;
 - g) Radioactive or capable of emitting ionizing radiation;
 - h) Corrosive; and/or
 - i) At elevated temperature, cryogenic or deeply refrigerated, magnetized, self-inflating, environmentally hazardous, lachrymatory, anaesthetic, asphyxiating, carcinogenic, terratogenic, mutagenic, pungent or assigned a UN number.
8. The Consignor guarantees to the Company the accuracy of the particulars of each Item comprising any Consignment and hereby indemnifies and forever holds harmless the Company against all claims, demands, actions, loss, damage and expenses incurred by, or arising out, of any inaccuracies in the particulars.
9. If, in the sole and unfettered opinion of the Company, the Consignor fails to provide the information referred to in clause 6, or provides information or particulars that are inaccurate, inadequate, misleading, contradictory or incomplete, the Company may, at its sole and unfettered discretion, request further information or hold, segregate, render harmless, abandon or destroy the relevant Consignment, without compensation to the Consignor and without prejudice to the Company's right be paid any moneys payable under these Terms by the Consignor.
10. The Company and any Subcontractor shall be entitled to subcontract the Services or any part thereof on any reasonable terms.
11. The Consignor acknowledges that the indemnities expressed in these Terms will apply to the Company and also to any Subcontractor engaged by the Company to perform any Services and any Subcontractor/s engaged by the Subcontractor for the same purpose.
12. If the Consignor expressly or impliedly instructs the Company to use a particular method of handling or storing the Consignment or a particular method of transport (whether by air, sea, road or rail), the Company will give priority to that method, but:
 - a) it will not be bound by the Consignor's instructions, and the method or methods of handling, storing and/or transport adopted by the Company will be at the sole and unfettered discretion of the Company; and
 - b) the Consignor hereby authorises the Company to adopt any method or methods other than the method instructed or agreed, to the extent that the Company deems same desirable.
13. Immediately upon receipt of each Consignment, the applicable fees in relation to all Services will become immediately payable by the Consignor, despite the non-issuance of the applicable invoice, even if the Consignor chooses to then not proceed with the full Services instructed.
14. At all times until payment in full for each Consignment, the Company will have a lien over each Item forming the Consignment and any documents relating thereto and the Consignor acknowledges that the Company may register a security interest in respect of the Consignment under the *Personal Property Securities Act* and the Consignor further confirms that these Terms are sufficient notice of any such registration and waives any right it might have to notices under the *Personal Property Securities Act*.
15. The Consignor charges all of its real and personal property, both present and future (including such property as is owned solely in its capacity as Trustee), with the payment of any moneys which become payable under these Terms or pursuant to any Consignment at any time.



16. If payment is not made after demand by the Company, the Company will have the right to sell any such Consignment by public auction or private treaty without notice to the Consignor and will use the proceeds to pay its entitlements under these Terms and account to the Consignor for any remainder.
17. The Company will deliver each Consignment to the address nominated by the Consignor ("the Address").
18. The Consignment will be deemed to be delivered in accordance with the Consignor's instructions if it is delivered to the Address and the Company obtains from any person at the Address a signed delivery docket or receipt for the Consignment.
19. If the Address is unattended, or delivery cannot otherwise be effected at the Address, the Company may, at its sole and unfettered discretion, deposit the Consignment at the Address (which shall be deemed to be delivery in accordance with these Terms) or store the Consignment.
20. If the Consignment is stored by the Company in accordance with Clause 18, the Consignor shall indemnify the Company against all costs and expenses incurred for this storage.
21. In the event of non-delivery at the Address, the Company may re-deliver it to the Consignor at the Consignor's expense and the Consignor must pay this expense as a debt due and payable.
22. In the event that any Consignment or any Item therein is lost, damaged or destroyed as a consequence of the negligence or other wrongdoing by the Company, the Consignor will be limited to recovering the reasonable replacement value of any such Item and will not be liable in any way whatsoever for consequential loss or damage.
23. If, for any reason, the Company has cause to destroy or dispose of the Consignment, or part thereof in accordance with the provisions of the Environmental Protection Act (or any other relevant legislation), the Consignor will indemnify the Company against all claims, suits, actions, demands, costs, damage and loss incurred by the Company as a result of the destruction or disposal.
24. The Consignor must comply with all applicable laws and government regulations from, through or over which the Consignment is to be carried, and must furnish such information documents to the Company as may be necessary to comply with such laws and regulations. The Company will not be liable to the Consignor or any other person for any action, suit, claim, demand, loss, damage or expense arising out of the Consignor's failure to comply with this Clause and the Consignor indemnifies the Company and forever holds it harmless against any such actions, suits, claims, demands, loss, damage or expense.
25. It is hereby agreed that, if any Clause or part of any Clause of these Terms is unenforceable, the Clause or part thereof will be severed from these Terms and the remainder of these Terms will remain enforceable.
26. All indemnities in these Terms will survive the termination or end of these Terms.
27. Neither party to these Terms will waive any right contained in, or vary any of, these Terms, unless such a waiver or variation is in writing and signed by both parties.
28. The parties agree that they have been afforded sufficient time to obtain legal advice in relation to these Terms.