

**Storage Services Agreement
Schedule of Key Terms
Movement Notice Advice**

Star Retail Group

Captain Choppers

(Trading as Red Dot Stores)

920 Abernethy Road, High Wycombe,

Western Australia 6057 ABN 75-337-040-325

Phone: (08) 6253 5840 Email: leasing@starretailgroup.com.au

1. Customer

- 1.1 Full names of person(s) or company owning the business (**Customer**) _____
- 1.2 Company ACN: _____ ABN: _____
- 1.3 Trading as: _____ (business/trading name)
- 1.4 Business Address: _____
Email Address: _____ Mobile Phone: _____
Telephone No: _____ Postal Address (if different to above): _____
- 1.5 Details of Directors/Partners/Proprietors/Trustees (**Principals**):

Principal 1	Name: _____ Title: _____
	Address: _____
	Mobile: _____ Date of Birth: _____ Drivers Licence No: _____

- 1.6 Type of Business (e.g. Retailer, Transport, Mining): _____

2. Storage Services:

Description of Goods:	
Quantity of Goods/Pallets: (Estimated Number Pallets)	
No Dangerous Goods apply to this storage agreement	
Storage Facility:	920 Abernethy Road, High Wycombe WA 6057
Term:	Weekly Rental Pallet Space as the agreed rate: \$ (+Handling &GST)
Security/Supplier Code: (Provided by SRG)	
Fees	See attached schedule or as negotiated

3. Stock Movements Inward & Outward:

- 3.1 All requests in relation to stock movements are required to be in writing via email to: warehouse@starretailgroup.com.au or shawn@starretailgroup.com.au. Two business days' notice is required for each activity, Monday-Friday 7am-3pm.
- 3.2 Goods Inward or storage pallets must have clear displayed unique identifying numbers per pallet for storage location recording purposes provided by the customer.
- 3.3 Goods Outward or return pallets are to be requested using the unique identifying number per pallet and a brief description of goods.
- 3.4 Customer is to provide Transport provider details and estimate collection or receiving time of goods via email with two business days' notice.
- 3.5 Requests from unknown or previously not provided email contacts may delay activities until confirmation of authority is provided using the unique Security Code/Supplier Code provided by SRG.
- 3.6 Transport provider to supply consignment notification for all pallet movements which will be used for billing and any dispute purposes.
- 3.7 All transport costs between the customer and storage facility are the responsibility and at the cost of the customer.

By signing this Agreement, each Party agrees to the Schedule, the Standard Terms, and any Additional Terms if applicable.

The persons signing this Agreement warrants that they have authority to sign on behalf of the Customer	
The Customer hereby ACKNOWLEDGES having read and understood the terms of this Agreement attached hereto.	Customer's Signature if sole trader/individual: date:

Standard Terms

1. Formation of Agreement

1.1 This Agreement governs all transactions and apply to Storage by the Company for, or at the direction of, the Customer, except as otherwise agreed in writing, and this Agreement supersedes:

- (a) any previous agreements or understandings of any kind between the Company and the Customer with effect from the date of this Agreement; and
- (b) any terms or conditions on the Customer's purchase order which are inconsistent with this Agreement,

... and incorporates by reference documents listed in the Agreement which the Company may amend from time to time in writing, on giving thirty (30) days' written notice.

1.2 The Customer should insert any Additional Terms at item 3 of the Schedule.

1.3 The Company may vary the Standard Terms by thirty (30) days' written notice to the Customer and the varied Standard Terms apply to all Storage thereafter.

1.4 The Customer must notify the Company promptly of any change of address, ownership, or legal status of its business and provide any further details required by the Company.

2. Storage Basis & Associated Services

2.1 Subject to this Agreement, the Company agrees to provide Storage for the Goods:

- (a) in the Storage Facility;
- (b) for the Term;
- (c) in a proper and workmanlike manner; and
- (d) on pallets provided by the Customer.

2.2 The Customer ensure that each pallet of Goods:

- (a) is labelled with a label capable of being read from a distance of 10m by someone with average eyesight;
- (b) is a maximum of 1.7m high, 1.2m wide, and 1.2m depth when packed; and
- (c) weighs a maximum of 1000kg.

2.3 The Company shall keep the Storage Facility locked and monitored by an alarm system after the Company's working hours and shall not allow any Persons in the Storage Facility, unless accompanied by a representative of the Company.

2.4 The Company must provide the Customer, at no cost to the Customer, with access to the Storage Facility, during Storage Facility Hours, to inspect or retrieve any of the Goods, or deliver more Goods provided:

- (a) at least two (2) Business Days' notice is given by the Customer; and
- (b) the Customer's Security Code is quoted by the Person(s) attending the Storage Facility on behalf of the Customer.

2.5 The Customer warrants that:

- (a) any Person delivering the Goods to the Company for, or collecting the Goods from, Storage, who quotes the Customer's Security Code, is authorised so to do and to sign the Company's receipt documentation; and
- (b) the Customer is either the owner or the authorised agent of the owner of the Goods; and it
- (c) the Customer accepts these conditions for itself and for any other Person having an interest in the Goods.

3. Company's Rights.

3.1 If the Customer instructs the Company to use a particular method of Storage, the Company will give priority to that method but if the Company cannot conveniently adopt it, the Company may use any suitable method of Storage.

3.2 If the Customer requires Urgent Handling of Goods, the Company reserves the right in its absolute discretion to charge Urgent Handling Fees.

3.3 The Company does not have to make the Goods available to the Customer until:

- (a) all Fees have been paid;
- (b) the Person applying for redelivery, if not the Customer, tenders a proper authority signed by the Customer; and
- (c) the Company's receipt documentation is signed by or on behalf of the Customer.

3.4 The Company may consolidate the Goods with other goods and as principal or agent may arrange for Storage of the Goods by any Sub-Contractor, on any terms.

3.5 The Company may refuse to carry out Storage of any Goods, including, but not limited to, Dangerous Goods, at its discretion.

4. Prices & Payment

4.1 The Company will provide a valid tax invoice to the Customer for the Fees.

4.2 The Customer shall pay the Fees by cleared funds. Storage Fees are payable monthly in arrears. Other Fees are payable within seven (7) days of invoice.

4.3 Storage Fees are payable per Storage Week or part thereof.

4.4 The Company reserves the right to increase the Fees periodically, on giving at least thirty (30) days' written notice.

4.5 During the Term, the Customer must pay the Fees without deduction, notwithstanding any claim whatsoever that the Customer has or may wish to make against the Company.

4.6 The Company may correct errors in invoices after issue and the Customer is liable to pay any adjusted amount within thirty (30) days after notification of that adjustment.

4.7 The Customer shall pay:

- (a) interest on the overdue amounts at the rate of 15% per annum; and
- (b) an administrative fee of \$50.00 for each reminder letter sent by the Company seeking payment of an overdue account.

5. Risk & Claims

5.1 The Customer must insure the Goods to their full reinstatement value while in Storage and provide a copy of the policy of insurance or certificate of currency upon demand.

5.2 Subject to the provisions of clause 7, the Goods are stored entirely at the risk of the Customer, and the Company accepts no liability for the Goods whatsoever, including, but not limited to:

- (a) accidental damage caused by the Company, its personnel, its other Customers and its other Customer's agent; or
- (b) fire, rust, normal wear and tear, leakage, moisture, strikes, storms, flooding, theft; or
- (c) any other events natural or man-made.

5.3 If the Company is liable for damage to or loss of the Goods or any part of the Goods, no claim for the loss or damage may be made unless notice of the claim is lodged in writing within seven (7) days of the date of removal of the Goods from Storage.

5.4 The failure to notify a claim within the time under 5.3 is evidence of satisfactory performance by the Company of its obligations.

5.5 The Customer is liable for any loss and damage suffered by the Company due to the Goods being Dangerous Goods, whether or not the Company has accepted the Dangerous Goods for Storage.

Initials:

Company

Customer

Principal 1

Principal 2

Principal 3

Standard Terms

6. Liens & Personal Property Securities Act

6.1 The Customer acknowledges that the Company may exercise a lien over any Goods that are in the possession of the Company until all monies due and payable by the Customer to the Company are paid, and Fees shall continue to accrue until payment is made in full.

6.2 The Company's liens shall not be extinguished if the Customer temporarily retakes possession of any Goods and extend to cover all monies owing by the Customer to the Company, not just the money owing in respect of the Goods stored by the Customer since the Company last obtained possession of the Goods.

6.3 The Company reserves the right to register its interests in the Goods on the PPSR and the Customer shall provide any information reasonably requested by the Company in that regard.

6.4 The Customer grants to the Company a PMSI in the Goods.

6.5 The Customer consents to the Company perfecting any security interest that it considers this document provides for by registration under the PPSA. The Customer agrees to do anything the Company reasonably asks to ensure that the security interest:

- (a) is enforceable, perfected, and otherwise effective; and
- (b) has priority over all other security interests in respect of the Goods.

6.6 To the extent the law permits, the Customer waives its right to receive any notice (including notice of a verification statement) that is required by the PPSA. However, this does not prevent the Company from giving a notice under the PPSA.

6.7 The Customer agrees not to exercise its rights to make any request of the Company under section 275 of the PPSA. However, this does not limit the Customer's rights to request information other than under section 275.

6.8 The Company hereby contracts out of all the provisions referred to in sub-section 115(1) of the PPSA and the Customer may not exercise any rights under any of those provisions.

6.9 If the Company exercises a right, power, or remedy in connection with this Agreement or a security interest that it provides for, that exercise is taken not to be an exercise of a right, power, or remedy under the PPSA unless the Company states otherwise at the time of exercise. However, this clause does not apply to a right, power, or remedy which can only be exercised under the PPSA.

6.10 Neither the Customer nor the Company will disclose any information of the kind mentioned in section 275(1) of the PPSA, except where disclosure is required by section 275(7). The Customer will not authorise the disclosure of any information under that section or waive any duty of confidence that would otherwise permit non-disclosure under that section.

7. Company's Warranties, Representations, and Limitation of Liability

7.1 Other than as specified in clause 2.1, the Company does not give, and no person purporting to act with the authority of the Company has given, any condition, warranty, or representation whatsoever in favour of the Customer as to the condition or quality of the Storage.

7.2 Where the transaction is for the supply of services other than services of a kind ordinarily acquired for personal, domestic, or household use or consumption, i.e. supply for business purposes, the Company's liability is limited to any one or both of the following:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

7.3 The Company's liability to the Customer is also limited to the value of this contract in relation to compensation paid to the Customer and the Company will not be liable for, and the Customer releases and discharges the Company from, any loss or damage whatsoever and whenever caused to the Customer or its agents or employees, in relation to, special, indirect, or consequential damages, loss of profit, goodwill,

revenue, or loss of anticipated saving or loss, whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss, or otherwise, arising directly or indirectly from, or incidental to, a breakdown of, or defect in, the goods and/or the services or any accident to or involving the goods and/or the services (whether occasioned by the negligence of the Company or otherwise) or which may otherwise be suffered or sustained as a result of the goods and/or the services or as a result of a breach of the terms of this Agreement by it or as a result of a breach of duty of care or negligence arising at law.

8. Term & Termination

8.1 Unless a party gives the other thirty (30) days' written notice that it does not wish the Agreement to continue after the expiration of the Term, this Agreement shall be automatically renewed after the Term, and each subsequent Term, on the same terms for a period of twelve (12) months.

8.2 The Term shall expire:

- (a) if either party gives to the other thirty (30) days' written notice of termination, at the end of that notice period; or
- (b) forthwith in the event of the other party going into liquidation, other than for the purpose of a solvent reconstruction, amalgamation, or reorganisation; or
- (c) forthwith in the event of the other party becoming insolvent or being unable to pay its debts as and when they become due.

8.3 Expiry of the Term shall be without prejudice to any rights or obligations or causes of action which have accrued or arisen in favour of any party to this Agreement before the date of expiry.

8.4 On or before expiry of the Term, the Customer must pay all outstanding Fees and remove all of the Goods from the Storage Facility. Failure to do so will render the Customer liable for continuing Fees.

9. Disposal of Uncollected Goods

9.1 If the Fees are not paid when due or the Goods are not collected on or before expiry of the Term, the Company may, without further notice:

- (a) remove all or any of the Goods and store them as the Company thinks fit at the Customer's risk and expense, or
- (b) sell all or any of the Goods as the Company thinks fit and apply the proceeds to discharge the lien and costs of sale without being liable to any Person for any loss or damage caused.

9.2 The Company shall make reasonable efforts to sell the Goods for their market value.

9.3 Monies in excess of the Fees are held by the Company on trust for the Customer.

10. Notices

10.1 Any notice or other communication required to be served on either of the parties may be served personally or be left at or sent by letter, or email addressed to the other party at the party's address, facsimile number, or email address specified in the Schedule.

10.2 If posted, the notice shall be deemed to be served two (2) Business Days after posting. Notices sent by email shall be deemed to be duly given within one (1) Business Day of receipt by the sender of a delivery receipt.

11. Guarantee and Indemnity

In consideration of the Company, at the request of the Principals, entering into this Agreement, the Principals jointly and severally:

- (a) guarantee to the Company the performance by the Customer of all the Customer's obligations under this Agreement; and
- (b) indemnify the Company from all actions, claims, demands, notices, losses, damages, costs, and expenses, of any nature whatsoever, suffered or incurred by the Company by reason of any breach by the Customer of this Agreement.

Initials:

Company

Customer

Principal 1

Principal 2

Principal 3

Standard Terms

12. Privacy

The principals' personal details are covered by the Company's privacy policy which is available on request.

13. Miscellaneous Provisions

13.1 Costs: The Customer must indemnify the Company against all losses, liabilities, and expenses (including legal expenses on a full indemnity basis) that the Company incurs (directly or indirectly) as a result of a breach of this Agreement and shall pay the amount of those losses, liabilities, and expenses on demand.

13.2 Assignment: Neither party may assign their rights and obligations under this Agreement without the written consent of the other party.

13.3 Sub-Contracting: The Company may sub-contract all or part of its obligations under this Agreement.

13.4 Severability: The invalidity or enforceability of any one or more of the provisions of this Agreement will not invalidate, or render unenforceable, the remaining provisions of this Agreement.

13.5 Relationship between the Parties: Except as expressly stated to the contrary, each party enters this Agreement as an independent contractor and neither party is the partner, agent, employee, or representative of the other party and neither party has the power to incur any obligations on behalf of, or pledge the credit of, the other party.

13.6 Jurisdiction: This Agreement is governed by the laws of the State of Western Australia and the Commonwealth of Australia as applicable and the parties hereby submit to the jurisdiction of the Courts of the State of Western Australia and the Commonwealth of Australia, as applicable.

13.7 Waiver: No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

13.8 Variation: Except as expressly provided in this Agreement, this Agreement may be varied only by agreement in writing, signed by the parties.

13.9 Force Majeure: Except for a failure to pay Fees, no failure or omission by the parties to perform any of their obligations under this Agreement:

- (a) will be a breach of this Agreement; or
- (b) will create any liability,

... if such failure or omission arises from any cause or causes beyond the control of the relevant party, including but not limited to pandemic, quarantine restrictions, vehicle breakdown, traffic delays, strike, lockout, riot, industrial action, fire, storm, tempest, act of God, material shortage, embargo, litigation, Court Orders, civil strife, flood, government law or regulation or requirement, or any other cause beyond the control of the other party. A party seeking to rely upon clause 13.9 must promptly advise the other party by notice in writing of the details of the relevant event.

14. Definitions and Interpretation

14.1 Additional Terms means the additional terms (if any) specified in item 3 of the Schedule.

14.2 Agreement means this storage services agreement, and includes any annexure hereto, any quotation, and the Standard Terms, together with any purchase order received from the Customer.

14.3 Business Day means a day which is not a Saturday, Sunday, or public bank holiday in Western Australia.

14.4 Company means SRG Group Caption Choppers Pty Ltd- Trading as Red Dot Stores ACN 009444722

ABN 75-337-040-325, and its related bodies corporate and associated entities within the meaning of those expressions in the *Corporations Act 2001* (Cth) carrying on business in their own names and under any business names and their officers, servants, agents, and Sub-Contractors.

14.5 Customer means the customer named in the Schedule.

14.6 Dangerous Goods means Goods defined as being dangerous goods under the Australian Dangerous Goods Code, or such other Goods as the Company deems a potential danger to the Storage Facility, in the Company's absolute discretion.

14.7 Fees means Storage Fees, Urgent Handling Fees, and any expenses incurred by the Company as a result of a breach of this Agreement by the Customer.

14.8 Goods means any goods stored by the Company for the Customer.

14.9 Person includes any person, firm, corporation, governmental authority, or state or federal government.

14.10 PMSI means a purchase moneys security interest for the purpose of the PPSA.

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

14.12 PPSR means the Personal Property Securities Register.

14.13 Principal means the directors, partners, proprietors, or trustees of the Customer, as the case may be.

14.14 Schedule means the Schedule of Key Terms.

14.15 Standard Terms means these terms and conditions.

14.16 Security Code means the security code specified in item 2 of the Schedule.

14.17 Storage means the whole of the storage operations and services undertaken by the Company for the Goods, including the loading and unloading of palletised goods from a flat top truck and placing the pallets into the Storage Facility, and vice versa, but does not include collection of the Goods or their redelivery when taken out of the Storage Facility.

14.18 Storage Facility means the warehouse or other facility specified in item 2 of the Schedule.

14.19 Storage Facility Hours means 7.00am to 3.00pm Monday- Friday on a standard Business Day. Additional fees may apply for weekend or public holidays,

14.20 Storage Fees means the fees for Storage specified in item 2 of the Schedule, but if no Storage Fee is specified in item 2 of the Schedule, it means the Company's then prevailing Storage Fees.

14.21 Storage Week means a week commencing at midnight on Monday morning and ending at midnight on Sunday night.

14.22 Sub-Contractor means any Person:

- (a) with whom the Company arranges Storage of the Goods; and
- (b) who is a servant, agent, employee, or sub-contractor of the Company or any person in paragraph (a) above.

14.23 Term means the term of this Agreement, specified in item 2 of the Schedule, and any extension thereof pursuant to clause 8.1.

14.24 Urgent Handling Fees means fees for handling the Goods in Storage in an emergency.

Office Use Only:	<input type="checkbox"/> All Pages Signed	<input type="checkbox"/> Insurance	<input type="checkbox"/> PPSR	<input type="checkbox"/> Agreement Filed
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Initials:

Company

Customer

Principal 1

Principal 2

Principal 3