

CBOX Containers Australia Pty Ltd ABN 88 162 495 945 (“CBOX”)

Conditions of Sale or Lease Agreement

1 Definitions and interpretation

1.1 Definitions

Contractor means CBOX Containers Australia Pty Limited ACN: 162 495 945, the seller or lessor of the Goods

Customer means the purchaser or lessee of the Goods, whose details are set out in the invoice.

Goods means the products and, if any, services specified in the invoice, whether by sale to the Customer or by lease to the Customer.

Sale Agreement means an agreement between the Contractor and the Customer for transfer of ownership of Goods to the Customer for consideration.

Lease Agreement means an agreement between the Contractor and the Customer for the Customer’s exclusive possession and use of Goods for consideration.

1.2 Interpretation

(a) These conditions govern, to the extent applicable in the circumstances of the agreement, any Sale Agreement or Lease Agreement between the Contractor and the Customer.

(b) These conditions govern the entirety of any Sale Agreement or Lease Agreement between the Contractor and the Customer to the exclusion of any other representations, however given, in connection with any Sale Agreement or Lease Agreement.

(c) Any amendment to these conditions will only be effective if made in writing agreed to by both the Contractor and the Customer.

(d) For the avoidance of doubt and for the purposes of this clause, agreement via email correspondence shall be regarded as being made in writing.

(e) If any one of the terms or any part of any term within these conditions is null and void, or is declared null and void, the remainder of the relevant term or terms of these conditions will continue to be effective and bind the parties.

2 Offer and Acceptance

(a) The Customer’s acceptance of any offers and quotations received from the Contractor may be communicated to the Contractor in any form, including orally or by writing.

(b) All offers and quotations received from the Contractor, in whatever form, are without commitment and may be revoked any time prior to the Customer’s acceptance, including, for the avoidance of doubt, where an offer or quotation received from the Contractor states a period for acceptance.

3 Packing

The cost of any packaging and packing materials used in relation to the Goods are at the Customer’s expense, even if that cost has been omitted from any quotation.

Standard Terms and Conditions of Relocation

1. CBOX is not a common carrier and accepts no liability as such. The carriage, handling, storage and transportation (collectively "Carriage") of all containers, equipment, materials and goods (collectively "Goods") by or on behalf of CBOX is subject to these terms and conditions.
2. The party for whose benefit CBOX performs the Carriage including any agent of that party ("Customer") must pack, label and secure the Goods to comply with all applicable transport regulations, so that they will not shift during Carriage and so as to withstand the ordinary risks of Carriage having regard to the nature of the Goods.
3. Subject to clause 8, CBOX excludes all terms, conditions and warranties implied by statute, general law or custom.
4. Subject to clause 8, and only if the Carriage is not supplied under a regulated transaction:
 - a. CBOX excludes all liability to the Customer for acts or omissions of CBOX in tort, contract, bailment or otherwise for loss of, damage to or deterioration or contamination of the Goods, or any delay in delivery;
 - b. the Customer releases and discharges CBOX and its employees, agents, or subcontractors from, and must not seek to hold any of them responsible for, all actions, liabilities, losses, damages, expenses, costs, and claims, whether at law, in equity or the provisions of statute, arising out of or in connection with the Carriage, any loss of or damage to, or caused by, the Goods or any delay in delivery.
5. For the purposes of clause 4 a regulated transaction is a consumer contract or a small business contract for the purposes of section 23 of the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010
6. The Customer indemnifies CBOX from and against all and any costs, expenses, claims, demands, liabilities, causes of action, proceedings, judgments, fines and penalties in respect of damage to or loss of property, and injury to or disease or death of any person, in any way caused by or to the extent contributed to by the Customer or by the Goods, and in respect of any non-compliance by the Customer with the provisions of clauses 2 or 17(b).
7. Subject to clause 8, CBOX is not liable for any indirect, economic, special or consequential loss or damage, including, without limitation, any loss of business or revenue, loss of profits, loss of opportunity, loss of goodwill, anticipated savings or expenses in connection with or arising out of the Carriage.
8. Some legislation including the Australian Consumer Law provides rights to the Customer which cannot be excluded or modified. Notwithstanding anything herein contained, these terms and conditions are subject to all such non-excludable provisions including those in the Australian Consumer Law.
9. If in connection with the Carriage the Customer or its employees, agents or subcontractors enter sites controlled or owned by CBOX or third parties, such entry will be at the Customer's risk and liability, and the Customer must do all things reasonably required to minimize any disruption to CBOX or the third parties (as the case may be) caused by such entry on those sites.
10. The Customer will be liable for and must pay any duty, tax, impost or outlay in connection with the Goods and the provision of the Carriage, and the Customer indemnifies CBOX in respect of those duties, taxes, imposts and outlays. The Customer must pay any such duty, tax, impost or outlay as soon as it becomes due or immediately on request by CBOX, whichever occurs first.
11. To the extent permitted by s.64A of the Australian Consumer Law in respect of services other than of a kind ordinarily acquired for personal, domestic or household use or consumption CBOX's

liability in respect of Carriage is limited at CBOX's election to:(a) CBOX undertaking the Carriage again; or (b) the cost of having the Carriage supplied again.

12. The provisions governing Carriage by CBOX are subject to force majeure. Force majeure includes but

is not limited to an act of God, strike, lockout, act of public enemy, war, blockade, act of terrorism, revolution, riot, insurrection, civil commotion, lightning, fire, storms, flood, explosion, act of State, government restraints and restrictions, embargoes, availability or equipment, plant, goods and the like, or any other cause, all such events not being reasonably within the control of CBOX.

13. CBOX may subcontract part or the whole of the Carriage to any party. Without prejudice to any rights

of CBOX, any subcontractor or agent engaged by CBOX is entitled to the benefit of these terms and conditions, including all rights and exclusions and limitations of liability.

14. CBOX gives no warranty as to the time or date of the departure or arrival of CBOX or its agent's or subcontractor's vehicles or the Goods.

15. Carriage commences when the Goods are accepted by CBOX, its agents or subcontractors for transport and is completed when the Goods are delivered as agreed.

16. The route taken by any vehicles of CBOX, its agents or subcontractors, the manner of Carriage and the

selection or use of any plant or storage facility is at the discretion of CBOX, its agents or subcontractors.

17. The Customer warrants to CBOX that:

a. it has in place prior to the Carriage, adequate insurance coverage over the Goods for the Carriage of the Goods (including transit insurance and insurance for third property damage, injury or death) with a reputable insurer, and acknowledges and agrees that CBOX, its agents or subcontractors do not take responsibility for such insurance;

b. it has fully, accurately and adequately described the Goods, their nature, weight and measurements and complied with all applicable laws and regulations (inclusive of the Australian Code of Transport of Dangerous Goods by Road) about the notification, classification, description labelling, transport and packaging of the Goods;

c. it is either the owner or the authorised agent of the owner of the Goods and has full power and authority to deal with the Goods; and

d. it is authorised to accept these terms and conditions for itself and the receiver as well as any other person for whom the Customer is acting or any other person having an interest in the Goods.

18. CBOX will have no liability arising from or in connection with any non-compliance by the Customer

with the provisions of clauses 2 or 17(b)

19. CBOX has a particular and general lien on the Goods and any documents relating thereto and on any

other goods of the Customer which are in, or may come into, the possession of CBOX or any documents relating thereto for all sums payable by the Customer to CBOX. Where the debt remains unsatisfied for a period of 7 (seven) days from the date which CBOX gives notice of the exercise of lien

to the Customer (or owner), CBOX will have the right to sell any such Goods or goods or documents by public auction or private treaty without further notice to the Customer. CBOX may apply any proceeds realised from such sale toward satisfaction of any monies owing and all proper charges and expenses in relation to the exercise of the lien and the sale of the Goods or goods. CBOX will remit any surplus proceeds to the Customer.

Standard Terms and Conditions of Storage

This document sets out the terms and conditions of an agreement (this "Agreement") with you (the "Storer") in respect of goods ("Goods") stored by you with CBOX Containers Australia Pty Ltd ABN: 88 162 495 945 ("CBOX").

STORAGE:

1. The Storer:

- (a) may store the Goods in the container made available by CBOX (the "Container") and only in that Container;
- (b) is deemed to have knowledge of the Goods;
- (c) warrants that they are the owner of the Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

2. CBOX :

- (a) does not have and will not be deemed to have, knowledge of the Goods;
- (b) is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that CBOX does not take possession of the Goods.

CONSENT:

- 3. The Storer consents to CBOX using and disclosing the Storer's personal information for the purposes of direct marketing.

PAYMENT:

4. The Storer is responsible to pay:

- (a) the storage fee being the amount notified to the Storer by CBOX from time to time. The storage fee is payable in advance and it is the Storer's responsibility to see that payment is made directly to CBOX on time, and in full, throughout the period of storage. CBOX may increase the storage fee any time after expiry of the initial fixed period of storage. CBOX will give the Storer 30 days' notice of any increase. If the Storer does not agree to pay the increased fee, the Storer may terminate this Agreement as at the date of the proposed increase. Any storage fees paid by direct deposit/direct credit will not be credited to the Storer's account unless the Storer identifies the deposit clearly and as directed by CBOX. CBOX is indemnified from any claim for enforcement of this Agreement due to the Storer's failure to identify a deposit, including the sale of the Goods.
- (b) a cleaning fee, as notified to the Storer.
- (c) a late payment fee, as notified to the Storer, which becomes payable each time a payment is late.
- (d) any reasonable costs incurred by CBOX in collecting late or unpaid storage fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or the default action costs.

5. The Storer will be responsible for payment of any government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement. CBOX reserves the right to add a credit card surcharge reflecting its actual costs of offering payment by credit card. CBOX accepts Visa and Mastercard payments.

DEFAULT:

6. The Storer acknowledges that, in the event of the storage fee, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, CBOX may enter the Container, by force or otherwise, retain the deposit and/or sell or dispose of any Goods on such terms that CBOX may determine ("Default Action"). For the purposes of the Personal Property Securities Act 2009, CBOX is deemed to be in possession of the Goods and/or the Container from the moment CBOX accesses the Container. The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value. CBOX may also require payment of Default Action costs, including any costs associated with accessing the Container and disposal or sale of the Goods. Any excess funds will be returned to the Storer within 6 months of the sale of the Goods to the extent the Storer can be located. At least 14 days before CBOX can take Default Action it will provide the Storer with notice that the Storer is in default. CBOX will provide the Storer with reasonable time to rectify the default before Default Action is taken.

RIGHT TO DUMP:

7. If, in the reasonable opinion of CBOX, a defaulting Storer's Goods are not saleable, fail to sell when offered for sale, may pose a health risk to staff or the public if handled, or are not of sufficient value to warrant the expense of attempting to sell, CBOX may dispose of all Goods by any means.

8. Upon termination of this Agreement by either the Storer or CBOX, in the event that a Storer fails to remove all Goods from the CBOX facility CBOX is authorised to dispose of all Goods and/or the Container by any means after 7 days from the termination date, regardless of the nature or value of the Goods. CBOX will give at least 7 days notice of intended disposal.

9. Any items left unattended in common areas or outside the Container at any time may at CBOX's discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

ACCESS AND CONDITIONS:

10. The Storer:

(a) has the right to access the CBOX facility during access hours as posted by CBOX and subject to the terms of this Agreement;

(b) will be solely responsible for the securing of the Container and must so secure the Container at all times when the Storer is not in the Container in a manner acceptable to CBOX, and where applicable will secure the external gates and/or doors of the CBOX facility. The Storer is not permitted to apply a padlock to the Container in CBOX's overlocking position, and CBOX may have any such padlock forcefully cut off at the Storer's expense;

(c) must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;

RISK AND RESPONSIBILITY:

17. To the extent permitted by law, the Goods are stored at the sole risk and responsibility of the Storer who is responsible for any and all theft, damage to, and deterioration of the Goods, and bears the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.

18. Where loss, damage or injury is caused by the Storer, the Storer's actions or the Goods, the Storer agrees to indemnify and keep indemnified CBOX from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the CBOX facility, CBOX or third parties, resulting from or incidental to the use of the Container by the Storer, including but not limited to the storage of the Goods in the Container, the Goods themselves and/or accessing the CBOX facility.

19. The Storer agrees to comply with all relevant laws, including Acts and Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Container. This includes laws relating to the material which is stored, and the manner in which it is stored.

20. If CBOX reasonably believes that the Storer is not complying with any relevant laws CBOX may take any action CBOX reasonably believes to be necessary, including contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer's expense, including where in CBOX's reasonable opinion the Storer is engaging in illegal activity in relation to the storage of the Goods.

INSPECTION AND ENTRY BY CBOX:

21. Subject to clause 22 the Storer consents to inspection and entry of the Container by CBOX provided that CBOX gives at least 7 days written notice.

22. In the event of an emergency, that is where obliged to do so by law or in the event that property, the environment or human life is, in the reasonable opinion of CBOX, threatened, CBOX may enter the Container using all necessary force without the consent of the Storer. CBOX must thereafter notify the Storer as soon as practicable.

TERMINATION:

23. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party 30 days notice of termination. In the event of nonpayment of storage costs on due date or illegal or environmentally harmful activities on the part of the Storer CBOX may terminate this Agreement forthwith. CBOX is entitled to retain or charge apportioned storage fees if less than the requisite notice is given by the Storer. The Storer must remove all Goods before the close of business on the termination date and leave the Container in a clean condition and in a good state of repair to the satisfaction of CBOX. In the event that Goods are left in the Container after the termination date clause 8 will apply. The Storer must pay any outstanding storage fees and any expenses on default or any other moneys owed to CBOX up to the termination date, and clauses 6, 7 or 8 may apply. Any calculation of the outstanding fees will be by CBOX.

24. The Storer's liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

SEVERANCE:

25. If any clause, term or provision of this Agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision will be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.

NOT LIABLE:

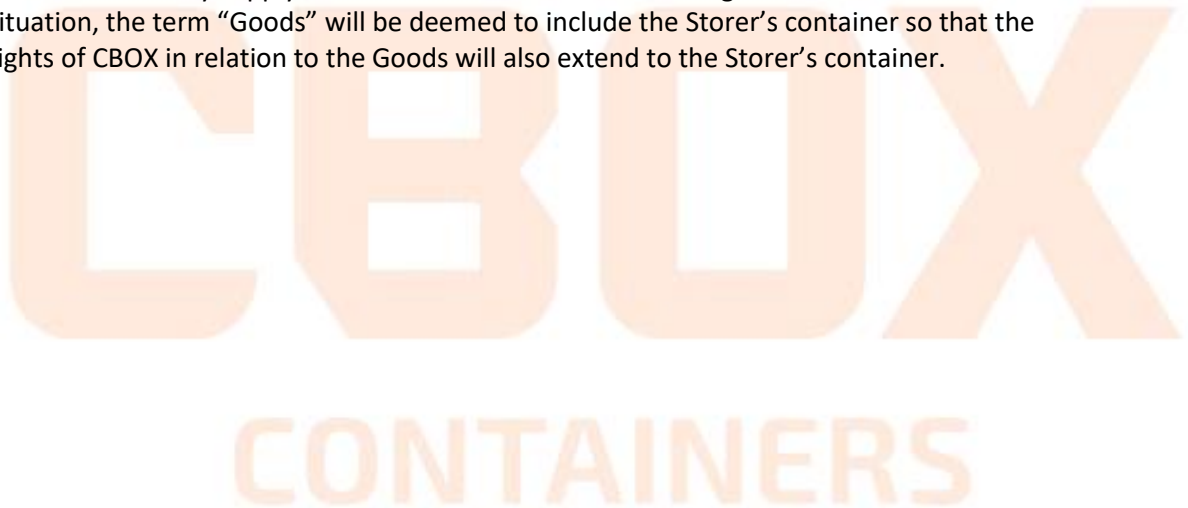
26. Subject to the next sentence, CBOX is not liable for any indirect, economic, special or consequential loss or damage of any nature whatsoever that the Storer may suffer or incur from or in connection with the storage of the Goods or this Agreement. Some legislation including the Australian Consumer Law provides rights to the Storer which cannot be excluded or modified. Notwithstanding anything herein contained, these terms and conditions are subject to all such non-excludable provisions including those in the Australian Consumer Law.

NOTICE:

27. Notice is deemed to have been given to the Storer by CBOX if CBOX has sent notice to the Storer's last notified address or has sent notice via any other contact method, including by SMS or email to the Storer without any electronic "bounce back" or similar notification.

STORER'S CONTAINER:

28. The Storer may supply their own container instead of using a CBOX container and in this situation, the term "Goods" will be deemed to include the Storer's container so that the rights of CBOX in relation to the Goods will also extend to the Storer's container.



Standard Terms and Conditions of Storage

CBOX Containers Australia Pty Ltd ABN 88 162 495 945 (“CBOX”)

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STORAGE:

1. The Storer:

- (a) may store the container owned by the storer and only that container, identified as being;
- (b) is deemed to have knowledge of the Goods within the container;
- (c) warrants that they are the owner of the Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

2. CBOX :

- (a) does not have and will not be deemed to have, knowledge of the Goods;
- (b) is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that CBOX does not take possession of the Goods.

PAYMENT:

3. The Storer is responsible to pay:

- (a) the storage fee being the amount notified to the Storer by CBOX from time to time. The storage fee is payable in advance and it is the Storer's responsibility to see that payment is made directly to CBOX on time, and in full, throughout the period of storage. CBOX may increase the storage fee any time after expiry of the initial fixed period of storage. CBOX will give the Storer 30 days’ notice of any increase. If the Storer does not agree to pay the increased fee, the Storer may terminate this Agreement as at the date of the proposed increase. Any storage fees paid by direct deposit/direct credit will not be credited to the Storer’s account unless the Storer identifies the deposit clearly and as directed by CBOX. CBOX is indemnified from any claim for enforcement of this Agreement due to the Storer’s failure to identify a deposit, including the sale of the Goods.
- (b) a cleaning fee, as notified to the Storer.
- (c) a late payment fee, as notified to the Storer, which becomes payable each time a payment is late.
- (d) any reasonable costs incurred by CBOX in collecting late or unpaid storage fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or the default action costs.

4. The Storer will be responsible for payment of any government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement. CBOX reserves the right to add a credit card surcharge reflecting its actual costs of offering payment by credit card. CBOX accepts Visa and Mastercard payments.

DEFAULT:

5. The Storer acknowledges that, in the event of the storage fee, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, CBOX may enter the Container, by force or otherwise, retain the deposit and/or sell or dispose of any Goods on such terms that CBOX may determine ("Default Action"). For the purposes of the Personal Property Securities Act 2009, CBOX is deemed to be in possession of the Goods and/or the Container from the moment CBOX accesses the Container. The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value. CBOX may also require payment of Default Action costs, including any costs associated with accessing the Container and disposal or sale of the Goods. Any excess funds will be returned to the Storer within 6 months of the sale of the Goods to the extent the Storer can be located. At least 14 days before CBOX can take Default Action it will provide the Storer with notice that the Storer is in default. CBOX will provide the Storer with reasonable time to rectify the default before Default Action is taken.

RIGHT TO DUMP:

6. If, in the reasonable opinion of CBOX, a defaulting Storer's Goods are not saleable, fail to sell when offered for sale, may pose a health risk to staff or the public if handled, or are not of sufficient value to warrant the expense of attempting to sell, CBOX may dispose of all Goods by any means.

7. Upon termination of this Agreement by either the Storer or CBOX, in the event that a Storer fails to remove all Goods from the CBOX facility CBOX is authorised to dispose of all Goods and/or the Container by any means after 7 days from the termination date, regardless of the nature or value of the Goods. CBOX will give at least 7 days notice of intended disposal.

8. Any items left unattended in common areas or outside the Container at any time may at CBOX's discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

ACCESS AND CONDITIONS:

9. The Storer:

- (a) has the right to access the CBOX facility during access hours as posted by CBOX and subject to the terms of this Agreement;
- (b) will be solely responsible for the securing of the Container and must so secure the Container at all times when the Storer is not in the Container in a manner acceptable to CBOX, and where applicable will secure the external gates and/or doors of the CBOX facility. The Storer is not permitted to apply a padlock to the Container in CBOX's overlocking position, and CBOX may have any such padlock forcefully cut off at the Storer's expense;
- (c) must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
- (d) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
- (e) must use the Container solely for the purpose of storage and must not carry on any business or other activity in the Container;

(f) cannot assign this Agreement.

10. CBOX may refuse access to the Container and/or the CBOX facility by the Storer where moneys are owing by the Storer to CBOX.

11. The Storer acknowledges that health and safety at the CBOX facility is an important issue and:

(a) Before being given access to the Container the Storer must complete, and ensure that persons under their control who wish to access the Container complete, the CBOX induction process covering health and safety procedures to be followed at the CBOX facility.

(b) While at the CBOX facility the Storer must follow, and ensure that persons under their control follow, all health and safety procedures as notified by CBOX and all applicable laws and legal requirements.

(c) The Storer must immediately notify CBOX if they identify any actual or potential health and safety risk or hazard at the CBOX facility or any notifiable events which occur at the CBOX facility. The Storer acknowledges that access to the CBOX facility is at the Storer's risk, to the fullest extent legally permissible.

12. CBOX is not liable for any loss or damages suffered by the Storer resulting from an inability to access the CBOX facility or the Container.

13. CBOX may dispose of the Goods in the event that the Goods are damaged due to fire, flood or other event that has rendered the Goods, in the reasonable opinion of CBOX, severely damaged, of no commercial value, or dangerous to the CBOX facility, any persons, or other storers and/or their goods. Where practicable, CBOX will provide the Storer with reasonable notice and an opportunity to review the Goods, before the Goods are disposed of.

14. The Storer:

(a) agrees that the terms of this document constitute the whole contract with CBOX and that, in entering this contract, the Storer relies upon no representations, oral or otherwise, other than those contained in this Agreement.

(b) acknowledges that it has raised all queries relevant to its decision to enter this Agreement with CBOX and that CBOX has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by CBOX, been reduced to writing and incorporated into the terms of this Agreement. No failure or delay by CBOX to exercise its rights under this Agreement will operate to waive those rights.

RISK AND RESPONSIBILITY:

15. To the extent permitted by law, the Goods are stored at the sole risk and responsibility of the Storer who is responsible for any and all theft, damage to, and deterioration of the Goods, and bears the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.

16. Where loss, damage or injury is caused by the Storer, the Storer's actions or the Goods, the Storer agrees to indemnify and keep indemnified CBOX from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the CBOX facility, CBOX or third parties, resulting from or incidental to the use of the Container by the Storer, including but not limited to the storage of the Goods in the Container, the Goods themselves and/or accessing the CBOX facility.

17. The Storer agrees to comply with all relevant laws, including Acts and Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Container. This includes laws relating to the material which is stored, and the manner in which it is stored.

18. If CBOX reasonably believes that the Storer is not complying with any relevant laws CBOX may take any action CBOX reasonably believes to be necessary, including contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer's expense, including where in CBOX's reasonable opinion the Storer is engaging in illegal activity in relation to the storage of the Goods.

INSPECTION AND ENTRY BY CBOX:

19. In the event of an emergency, that is where obliged to do so by law or in the event that property, the environment or human life is, in the reasonable opinion of CBOX, threatened, CBOX may enter the Container using all necessary force without the consent of the Storer. CBOX must thereafter notify the Storer as soon as practicable.

TERMINATION:

20. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party 30 days notice of termination. In the event of nonpayment of storage costs on due date or illegal or environmentally harmful activities on the part of the Storer CBOX may terminate this Agreement forthwith. CBOX is entitled to retain or charge apportioned storage fees if less than the requisite notice is given by the Storer. The Storer must remove the container before the close of business on the termination date and. The Storer must pay any outstanding storage fees and any expenses on default or any other moneys owed to CBOX up to the termination date. Any calculation of the outstanding fees will be by CBOX.

21. The Storer's liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

SEVERANCE:

22. If any clause, term or provision of this Agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision will be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.

NOT LIABLE:

23. Subject to the next sentence, CBOX is not liable for any indirect, economic, special or consequential loss or damage of any nature whatsoever that the Storer may suffer or incur from or in connection with the storage of the Goods or this Agreement. Some legislation including the Australian Consumer Law provides rights to the Storer which cannot be excluded or modified. Notwithstanding anything herein contained, these terms and conditions are subject to all such non-excludable provisions including those in the Australian Consumer Law.

NOTICE:

24. Notice is deemed to have been given to the Storer by CBOX if CBOX has sent notice to the Storer's last notified address or has sent notice via any other contact method, including by SMS or email to the Storer without any electronic "bounce back" or similar notification.

STORER'S CONTAINER:

25. The Storer may supply their own container instead of using a CBOX container and in this situation, the term "Goods" will be deemed to include the Storer's container so that the rights of CBOX in relation to the Goods will also extend to the Storer's container.