Terms and Conditions for the Provision of Stevedoring Services

Qube Ports Pty Ltd (ACN 123 021 492), Qube Ports (no 1) Pty Limited (ABN 74 128 404 900) or Qube Bulk Pty Limited (ABN 13 138 868 756) as specified.

(Available at https://qube.com.au/about/standard-terms-for-provision-of-services/)

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms the following words have the following meanings:

Agreement means the Terms and the Quotation.

Associate means:

(a) a party's related bodies corporate and the employees, officers, servants, agents, invitees and subcontractors of the party and its related bodies corporate; and

(b) in the case of the Customer also means any person who has an interest in the Goods or the Vessel and their employees, officers, servants, agents and subcontractors.

Australian Consumer Law or **ACL** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Ballasting Condition means the ratio of cargo to ballast, and the arrangement or placement of cargo and ballast onboard a ship, which are fundamental to a ship's safety and structural integrity.

Chain of Responsibility Law means any law or regulation relating to chain of responsibility obligations, including laws and regulations relating to driver fatigue, mass, dimension, load restraint and dangerous goods.

Chapter 5 Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Claim means any claim or legal, equitable or other cause of action including:

(a) in contract (including breach of warranty);

(b) in tort (including misrepresentation or negligence);

(c) in respect of the personal injury or death to a person; and

(d) under statute.

Commencement Date means the date on which Qube starts supplying the Services.

Completion Date means the date on which Qube finishes supplying the Services.

Confidential Information means all information concerning the business or affairs of a party or its Associates (including without limitation, trade secrets and confidential know-how) which is made available by or on behalf of that party or its Associates to the other party or its Associates in connection with this Agreement, in any form or media whatsoever, whether before or after the date of this Agreement.

Consequential Loss means loss or damage, whether direct or indirect, in the nature of loss of profits, loss of revenue, loss of production, loss of anticipated savings or business, pure economic loss, loss of opportunity and any form of consequential, special, indirect, punitive or exemplary loss or damages, whether or not a party was advised of the possibility of such loss or damage and, in the case of the Customer, includes loss or damage incurred by a customer of the Customer.

Customer means the person(s), company, firm or organization with whom Qube contracts to supply the Services.

Customer Equipment means any equipment or software supplied by or for the Customer to Qube to enable Qube to supply the Services.

Dangerous Goods means dangerous goods as defined in the Australian Dangerous Goods Code and any Goods that may injure or damage people, property or the environment, including without limitation, Goods that are or may become dangerous, poisonous, corrosive, volatile, explosive, flammable or radioactive.

Delay means:

(a) additional time required for Qube personnel to complete the Services; and/or

(b) time which passes where Qube personnel are scheduled to be performing the Services but are unable to do so for reasons permitted under this Agreement and who cannot be reasonably redeployed on other work during that time.

Dispute means a dispute arising out of or relating to this Agreement, including without limitation, a dispute about the breach, termination, validity or subject matter of this Agreement, or a claim in equity or in tort relating to the performance or non-performance of this Agreement.

Facility means the terminal or quay-line and associated infrastructure at the Port from which Qube supplies the Services in accordance with this Agreement.

Fee means the amount quoted by Qube for the Services, set out in the Quotation.

Force Majeure Event means circumstances where Qube is delayed or unable, wholly or in part, to perform any obligations under this Agreement due to any cause beyond its reasonable control, including without limitation fire, sabotage, accident, embargo, labour dispute or civil commotion.

Goods means:

(a) the goods in relation to which Qube agrees to supply the Services; and

(b) any packaging, pallets or containers for those goods supplied by or for the Customer or its suppliers.

GST:

(a) has the same meaning as in the GST Act;

(b) includes any other goods and services tax or any Tax applying to this Agreement in a similar way; and

(c) includes any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Liability means any loss, liability, cost or expense of any kind and however arising (whether in contract, negligence, another tort, the general law, under statute or otherwise), including damages, penalties, fines and interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable and Liable has a corresponding meaning.

Load Plan means a document that is prepared to show all details of cargo loaded, e.g. weight (individual and total), measurement, markings, shippers, consignees, the origin and destination of goods, and location of cargo within a defined hold.

Load Sequence means the sequence of which cargo will be loaded on the Vessel.

Motor Vehicle means:

(a) a passenger vehicle, light commercial utility vehicle or truck predominantly for use on public roads; and

(b) any other type of wheeled and motorised vehicle, such as a tractor or a forklift.

Port means the port specified in the Quotation or other document provided by Qube to the Customer and includes any such port and surrounding areas as gazetted together with any land, water or seabed that is owned by, vested in, occupied or controlled by the relevant Port Authority from time to time at the Facility in which or in respect of which Services are to be provided.

Port Authority means, in respect of the Port in which the Facility is located, the relevant port authority established under applicable legislation, any private port operator who manages landside tenant leases and port infrastructure, and any person appointed or otherwise acting as harbour master under applicable legislation.

Qube means one or more of Qube Ports Pty Limited (ABN 46 123 021 492), Qube Ports (no 1) Pty Limited (ABN 74 128 404 900) and Qube Bulk Pty Limited (ABN 13 138 868 756) as specified in the Quotation or other document which incorporates these Terms and Conditions for the Provision of Stevedoring Services.

Quotation means the quotation provided by Qube to the Customer and accepted by the Customer prior to the Commencement Date which may include Third Party Costs, and if they do, the amounts provided are based on the prevailing rates set by the relevant third party at the relevant time, or appropriate estimates (because Qube cannot control the quantum of or variation to the Third Party Costs).

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Services mean the stevedoring services supplied by Qube under this Agreement and as described in the Quotation. Unless otherwise agreed in writing, the stevedoring services include the receipt, handling, storage and delivery of the Goods in accordance with the Customer's instructions.

Subcontractor means any person who agrees to perform or performs part or all of the Services for Qube (including without limitation any Related Body Corporate of Qube) and includes their respective employees, agents and subcontractors.

Temperature Controlled Goods means Goods which require temperature control.

Terms means these Terms and Conditions for the Provision of Stevedoring Services.

Third Party Claim means any Claim by any third person arising out of or relating to any or all of the Goods, the Customer Equipment, the Services, any delay or failure in supplying the Services, or this Agreement.

Third Party Costs means any costs, charges, fees, imposts or levies that are payable by Qube in connection with or relating to the performance of the Services to any third party including Port or rail terminal operator, warehouse operator, empty container park operator, toll road operator, Port Authority or government or regulatory authority, including but not limited to port related charges levied against a vessel or exporter, access fees, terminal infrastructure or access fees, port fees and charges (for example slot booking fees or energy levies), shipping line levies and charges, container handling fees and charges, empty park booking fees and tolls.

Vessel means the vessel onto which or from which the Goods are to be loaded or unloaded.

1.2 The Parties agree that the Agreement shall comprise the following documents which shall be read in the following order of precedence (the first is the highest in precedence):

(a) the Quotation; and

(b) these Terms.

2. SUPPLY OF SERVICES

2.1 Qube must supply the Services to the Customer:

(a) in accordance with this Agreement: and

(b) in compliance with all applicable standards, awards, laws and regulations (including without limitation, awards and laws applicable to Qube employees).

2.2 Qube may need to assign or subcontract its rights and obligations under an agreement entered into with the Customer in order to effectively deliver Services and therefore Qube (and any Subcontractor) may subcontract on any terms the performance of part or all of the Services to any person including a Related Body Corporate, provided that any subcontracting will not relieve Qube of its obligations under this Agreement and Qube remains liable to the Customer for the provision of the Services by a Subcontractor to the extent that Qube would have been liable under this Agreement had it performed or failed to perform such Services itself.

2.3 Where operational constraints affecting Qube so require, Qube may defer performance of Services for any previously accepted Quotation by providing notice to the Customer. If Qube defers performance of Services relating to any previously accepted Quotation, then Qube will use all reasonable endeavours to reschedule the performance of Services promptly and to minimise the impact of any deferral on the Customer.

2.4 Qube may, in circumstances where it has the necessary rights in the Facility and has notified the Customer of those rights, require that the Customer or any Associate of the Customer seek Qube's permission prior to entering the Facility and such permission may be conditional on the Customer or any Associate of the Customer complying with all rules and regulations (including without limitation, induction, safety, security and other access requirements) applicable to the Facility.

2.5 Any Quotation by Qube may be withdrawn by Qube at any time prior to acceptance by the Customer and is not to be construed as an obligation on Qube to supply Services in accordance with these Terms or otherwise, until that Quotation has been accepted or adopted (which the Customer may do expressly, or by their conduct).

2.6 While Qube takes care in preparing Quotations, Qube is entitled to vary any Quotation to account for any cost increases in providing the Services at any time prior to the Quotation being accepted or adopted by the Customer. Where Quotations include Third Party Costs, the Customer acknowledges that Qube cannot control the quantum of Third Party Costs, and agrees that the Customer must pay any variation in Third Party Costs (even if the variation occurs after the Quotation is accepted or adopted by the Customer). A Quotation is deemed to be withdrawn upon the issuance of a varied Quotation and only the latest varied Quotation is capable of acceptance.

3. CUSTOMER OBLIGATIONS

3.1 The Customer must:

(a) not less than 3 working days before the Commencement Date:

(i) provide Qube with an accurate description of the Goods including their packaging, weight, content, measure, quality, condition, marks and numbers; and

(ii) notify Qube if:

(A) any of the Goods are Dangerous Goods (including a full and accurate written description of them), Temperature Controlled Goods, Motor Vehicles or maritime vessels and other water craft and/or any Goods that otherwise require special handling; and

(B) it intends to make available Customer Equipment;

and if the Customer provides the information and instruction required under clause 3.1(a)(ii)(A) later than the required time, or there is a change in such information or instruction after the Quotation, then the Customer accepts that Qube may:

(iii) acting reasonably:

(A) refuse to provide the Services in respect of the Goods or any part of them; and/or

(B) where the Goods are in Qube's possession, request the Customer to remove the Goods from their location of storage and the Customer must comply promptly (within a reasonable time, which will normally not exceed 48 hours) with such request at the Customer's expense, and where the Goods are Dangerous Goods and the Customer fails to remove the Goods, Qube may destroy, dispose of or render harmless the Goods. Unless the destruction, disposal or other action in respect of the Goods was required due to any negligent or wilful act or omission of Qube, any exercise of Qube's rights under this clause 3.1(a)(iii)(B) will be at the cost of the Customer and without prejudice to any of Qube's rights under this Agreement; or

(iv) vary the Fees (and any relevant Third Party Costs may vary) and manner of service delivery in order to perform the Services in respect of any such Goods in accordance with clause 6.5 (including but not limit to compensating Qube for increased risk or a change in the equipment and operating procedures normally employed by Qube to perform the Services); and

(b) on or before the Commencement Date, provide Qube, or ensure Qube is provided with, the Load Plan.

(c) ensure that each Associate of the Customer who enters on to the Facility complies with all rules and regulations (including without limitation safety, security and other access requirements) applicable to the Facility.

3.2 The Customer represents, warrants and must ensure that:

(a) the description of Goods under Clause 3.1(a) is accurate in all material respects;

(b) all Goods are safely and securely packed to withstand the risks of or incidental to the supply of the Services, and in a fit and proper condition for Qube to supply the Services;

(c) all Customer Equipment is:

(i) fit for the purposes for which it is supplied;

(ii) free from defects in materials, design, workmanship and installation, including without limitation, free from all computer viruses including any self-replicating program that infects and may damage another program; and

(d) if it does not have full right, title and interest in the Goods, it is authorised to enter into this Agreement for every person who does have an interest in the Goods;

(e) the Goods are not illegal, sanctioned or contraband and the Customer does not ask Qube to handle the Goods in any way that could be unlawful; and

(f) it has complied with all applicable standards, laws and regulations in connection with the Goods (including the Australian Dangerous Goods Code) to ensure they can be lawfully handled, transported and stored by Qube.

3.3 Unless otherwise required by the relevant terminal operator or Port Authority, the Customer must as soon as reasonably practicable after Qube finishes supplying the Services (which must not be more than 24 hours after the Completion Date):

(a) if the Customer is the owner or controller of the Vessel, remove the Vessel; or

(b) if the Customer is not the owner or controller of the Vessel, use all reasonable endeavours to bring about the removal of the Vessel,

from its berth at the Facility.

3.4 The Customer acknowledges that if the Vessel is not ballasting correctly during loading or discharge of the Vessel, then the Vessel may not meet its stability regime and operations will need to cease until any ballasting or stability issue is corrected. The Customer warrants that the Vessel will be in possession of up to date stability calculations giving due consideration to the Load Plan, Load Sequence and Ballasting Condition at the time of and during any cargo operations. These calculations must be in line with sound maritime practices. Any resultant Delays attributed to incorrect ballasting or other Vessel stability issues will be charged at the hourly delay rates as set out in the Quotation.

4. HANDLING OF GOODS

4.1 The Customer acknowledges and agrees that if Qube reasonably considers, whether or not the Customer has notified Qube under Clause 3.1(a)(ii), that:

(a) any Goods are Dangerous Goods; or

(b) the Goods or the packing or presentation of any Goods does not comply with all applicable standards, laws and regulations; or

(c) the Goods are unsuitable to be handled by Qube using the equipment and operating procedures normally employed by Qube in providing the Services,

then Qube may, at the Customer's expense:

(d) acting reasonably and in circumstances other than where the Goods are Dangerous Goods and such Goods fully match the description provided by the Customer under clause 3.1(a)(ii)(A) and meet all legal and other requirements:

(i) refuse to provide the Services in respect of the Goods or any part of them; and/or

(ii) where the Goods are in Qube's possession, request the Customer to remove the Goods from their location of storage and the Customer must immediately comply with such request,

provided that Qube will not refuse as set out in clause 4.1(d)(i) nor make the request as set out in clause 4.1(d)(ii) in circumstances where the Goods fully match the description provided by the Customer under clause 3.1(a) (or where the Contract has been varied under clause 3.1(a)(iv) in relation to the Goods for this reason), and meet all legal and other requirements;

(e) take whatever measures (including testing or analysis of the Goods) it considers necessary (acting reasonably) to cause the Goods to comply with the requirements of all such laws or to make the Goods suitable to be handled by Qube; and/or

(f) if required by law, or by the lawful direction of a lawful authority, to protect the health and safety of any person, or to protect against damage to any property or harm to the environment, or if the Customer fails to remove the Goods in accordance with clause 4.1(d)(ii), destroy, dispose of or render harmless the Goods, and unless the destruction, disposal or other action in respect of the Goods was required due to any negligent or wilful act or omission of Qube then any exercise of Qube's rights under this clause 4.1(f) will be at the cost of the Customer and without prejudice to any of Qube's rights under this Agreement,

and the Customer will bear all risk of loss arising in connection with such Goods, except to the extent any destruction, disposal or other action in respect of the Goods was required due to any negligent or willful act or omission of Qube. Qube will endeavour to give reasonable notice if it elects to do anything under this clause 4.1, but states and the Customer accepts that there may be situations where it is not possible to give notice of additional measures being taken (such as taking steps to render Dangerous Goods harmless in an emergency or other incident or genuine safety risk which endangers or threatens to endanger the health and safety of any person).

4.2 The Customer further acknowledges and agrees that if any Goods are not removed from the Facility within 3 days after the Completion Date (other than where Qube has not made the Goods available for removal by the Customer) or the date the Goods have been made available to the Customer for collection after termination of this Agreement, then in addition to any statutory rights or remedies available to Qube and to the extent permitted by law Qube may:

(a) continue to store the Goods in such place and manner as Qube reasonably considers appropriate, at the risk of the Customer and the Customer must pay to Qube the reasonable costs of storage until the Goods are removed; or

(b) if, after giving the Customer 7 days' written notice of its intention to exercise its rights under this clause 4.2(b), the Customer does not remove its Goods and/or containers in which the Goods are stored within 7 days of such notice, then:

(i) sell by public auction or private sale such Goods or part thereof, acting reasonably, and apply the proceeds towards discharge of any amounts owing to Qube by the Customer without having any Liability to any person for any loss thereby caused; or

(ii) adopt a reasonable method of disposal of such Goods at the expense of the Customer,

without compensation being payable to the Customer other than accounting to the Customer for any balance of proceeds from sale of the Goods and/or containers in accordance with clause 4.2(b)(i) after any money owed to Qube (including recovery costs and the costs of sale), and the Customer must indemnify Qube for all costs incurred by Qube in the exercise of these rights to the extent such costs are not recovered from the sale proceeds.

5. VARIATION TO SERVICES

5.1 If the Customer wants to vary the Services after the Commencement Date the Customer must:

(a) notify Qube in writing of the proposed variation no later than 3 days prior to the expected Vessel arrival date at the relevant Port; and

(b) if Qube agrees with the variation, which it will confirm in writing, pay Qube the additional fees and any relevant Third Party Costs (if any) quoted by Qube for the additional services.

5.2 If the Customer does not agree to the additional fees and any relevant Third Party Costs quoted by Qube for the additional services in accordance with clause 5.1, then, subject to clause 5.15.1(a), the parties will continue with this Agreement without any regard to the proposed variation of Services, and the Fees (and any relevant Third Party Costs) payable by the Customer in respect of the Services performed under this Agreement will be the Fees (and any relevant Third Party Costs) in effect immediately prior to the proposed variation.

6. PAYMENT

6.1 The Fees and Third Party Costs do not include any applicable taxes (including but not limited to GST, import duties and export duties). The Customer must pay any relevant Third Party Costs, taxes, duties and government charges payable or in connection with the provision of the Services.

6.2 Unless otherwise agreed in writing, the Customer must pay Qube:

(a) upon provision of an invoice, 80% of the Fees not less than 48 hours before the Commencement Date; and

(b) the remaining 20% of the Fees, any Third Party Costs and any charges for Delays as contemplated by clauses 3.4 and 6.4 within 21 days of issuance of an invoice for the Services provided pursuant to this Agreement.

6.3 Subject only to this clause 6.3, the Customer must pay the invoice in full without any deduction, set-off or counter-claim. Where an invoice or part of an invoice is genuinely disputed by the Customer, the Customer must provide written notice of such payment dispute before the due date for payment and must pay any undisputed portion of the invoice by the due date. Qube and the Customer must communicate about the dispute in good faith and must attempt to resolve the dispute within 7 days. Following that attempt, if Qube reasonably considers that the disputed amount remains payable to it then Qube may give written notice to the Customer and require the Customer to pay the disputed amount within the later of the original due date specified on the invoice and 7 days after Qube's written notice. If the Customer does not pay the outstanding amount in accordance with this clause 6.3, then Qube may exercise any of its rights under this Agreement as if the outstanding amount was due and owing to Qube. If the Customer pays the outstanding amount in accordance with this clause 6.3 and a further resolution of the dispute subsequently determines that such amount or portion thereof was not payable to Qube, then Qube must repay that amount to the Customer plus interest as set out in clause 6.8.

6.4 In addition to the Fees and Third Party Costs referred to in Clause 6.2(b), Qube may charge the Customer for Delays at the delay rates set out in the Quotation (for all time for each Vessel connected with the Customer) when the Delay arises out of or is in connection with any event or circumstance outside the reasonable control of Qube or its Associates, including but not limited to:

(a) any act or omission of the Customer or any Associate of the Customer, or any act or omission of the Port Authority or any other government or regulatory authority;

(b) weather delays;

(c) Vessel defects or breakdown of Vessel equipment;

(d) delays to Vessel operations caused by late receival of Goods, caused an incorrect Load Plan or Load Sequences or by revisions to load lists or late submission of load / discharge instructions;

(e) delays caused by poor Goods presentation, including without limitation incorrect weight declaration and/or verification;

(f) delays during pilotage and other delays not caused by Qube before labour aboard and after labour ashore;

(g) berthing and pontoon movement delays where a Vessel cannot be worked;

(h) the discharge of funnel fumes or by insufficient, inaccessible or poorly maintained lashings and fittings including incorrectly fitted lashings or faulty twist locks;

(i) loading delays caused by draft surveys, hatch changes or where the Vessel requests hatch closure; and

(j) awaiting road transport where Goods are being discharged direct under hook to road transport (other than where the Customer has engaged Qube or a Related Body Corporate of Qube to perform road transport in respect of the Goods).

6.5 Despite any other provision of this Agreement, Qube may vary the Fees (or any other rates or fees agreed between Qube and the Customer) on the provision to the Customer of 14 days' written notice (**Fee Variation Notice**). Through that Fee Variation Notice, Qube may make any variations to Fees which are reasonable to compensate Qube for relevant changes affecting Qube's performance of the Services (including but not limited to any change resulting from a proposed variation pursuant to clause 5.1) and for any change in Qube's cost base for providing the Services and may include Qube's typical margin within the varied Fees. For example, the parties note that the Customer must pay for any variations in Third Party Costs as contemplated by clause **Error! Reference source not found.** as well as any variation in Fees reasonably required to correct any error in the relevant Quotation. The Customer will be entitled to terminate this Agreement in the event that it does not accept the Fee Variation Notice by giving Qube written notice within 7 days of the Fee Variation Notice (if the Customer does not give such notice, it will be taken to have accepted the Fee variation). The Customer's sole liability for termination is limited to the Fees due and payable to Qube in respect of any Services performed prior to the date of such termination and otherwise in accordance with clause 17.3(b) (which, for the avoidance of doubt, are calculated at the Fees in effect immediately prior to the Fee Variation Notice). The varied Fees will only apply to existing Services after expiration of the notice period of the Fee Variation Notice or for Services requested after the date of the Fee Variation Notice.

6.6 If Qube makes credit available to the Customer, Qube may amend, alter or terminate the Customer's trading account, terms of credit or alter its payment terms (for example, where Qube perceives that there is a relevant change in circumstances or that Qube faces increased credit risk in connection with the Customer) on 7 days' notice and will use reasonable endeavours to provide reasons (**Payment Terms Notice**). If Qube ceases to supply the Services to the Customer on credit then:

(a) all Fees and Third Party Costs relating to Services performed after the Payment Terms Notice is effective will be payable immediately at the time when they are invoiced, because credit will no longer be available; and

(b) Fees and Third Party Costs relating to Services performed before the Payment Terms Notice is effective will, whether or not previously due for payment, become due and payable 7 days after the Payment Terms Notice is effective. The Customer acknowledges that any acceleration of the obligation to pay for those Fees and Third Party Costs is reasonable due to the legitimate business interest which Qube has in being paid quickly, when Qube perceives that there are adverse circumstances or increased credit risk.

The Customer may elect to terminate the Services upon the provision of 7 days' written notice from the date of the Payment Terms Notice, if the Customer does not wish to continue trading with Qube based on the alterations set out in the Payment Terms Notice.

6.7 The Fees and Third Party Costs are stated, and payment must be made, in Australian dollars (unless otherwise agreed).

6.8 Qube may charge the Customer interest on any overdue amount calculated daily at 4% above the cash rate target determined by the Reserve Bank of Australia applicable during the period that the amount is overdue.

6.9 Unless otherwise expressly stated, all prices or other sums payable under this Agreement are expressed on a GST exclusive basis. If GST is payable on a Taxable Supply, as defined in the GST Act, then the amount payable for the Taxable Supply will be the amount plus GST.

7. LIEN

7.1 In addition to any statutory rights or remedies available to Qube and to the extent permitted by law, Qube shall have a lien on the Goods and any documents relating thereto for all sums payable to Qube under this Agreement or under any other agreement between Qube and the Customer.

7.2 If payment remains unpaid 7 days after the due date for payment and the Customer has not notified Qube of a payment dispute in accordance with clause 6.3, Qube may, in addition to its other rights and remedies under this Agreement and at law, exercise the lien over, and power of sale of, the Goods. The Customer is still liable to pay any amount still owing to Qube after such sale.

7.3 Qube's lien shall also extend to cover the cost and legal expenses (on a full indemnity basis) of recovering any sums due.

7.4 If Qube intends on exercising its lien over, and power of sale of, the Goods, Qube must first notify the Customer of that intention, identify the matters to which the Customer must attend in order to avoid that outcome, and allow the Customer 7 days in which to attend to those matters. If at the conclusion of that period, the lien has not been satisfied, then subject to law, Qube may at its option - in the case of perishable Goods immediately and in any other case after giving the Customer a further 7 days' written notice of its intention to do so:

(a) sell any property subject to lien by public auction or private sale, acting reasonably, apply the proceeds towards discharge of any amounts owing to Qube by the Customer without being liable to any person for any loss thereby caused; or

(b) adopt a reasonable method of disposal of such property, at the cost of the Customer,

and without compensation being payable to the Customer, other than accounting to the Customer for any balance proceeds from sale of Goods in accordance with clause 7.4(a) after any money owed to Qube (including recovery costs on an indemnity basis and the costs of sale). The Customer must indemnify Qube for all costs incurred by Qube in the exercise of these rights to the extent not such costs are not recovered from the sale proceeds.

8. CONFIDENTIAL INFORMATION

8.1 Each party:

(a) may use Confidential Information of the other party solely for the purposes of this Agreement;

(b) except as permitted under Clause 8.1(c), must keep confidential all Confidential Information of the other party; and

(c) may disclose Confidential Information of the other party:

(i) to a party's Associates who:

(A) are aware and agree that the Confidential Information of the other party must be kept confidential and who are under legal obligations to keep the Confidential Information confidential; and

(B) either have a need to know (and only to the extent that each has a need to know for the purpose of the disclosing party performing its obligations under this Agreement), or have been specifically approved by the other party; or

(ii) as required by law or court order, providing that the disclosing party has provided written notice of the disclosure requirement to the other party as soon as reasonably practicable and only discloses the Confidential Information to the extent required to satisfy the disclosure requirement.

8.2 Even though information is the Confidential Information of a party, the other party is not obliged to comply with Clause 8.1 in relation to that Confidential Information if:

(a) the Confidential Information becomes public knowledge during the term of this Agreement; or

(b) the other party became aware of that Confidential Information from a third person,

in circumstances where there was no breach of any obligation of confidence.

8.3 Each party must keep the existence and terms of this Agreement confidential and must not cause or permit any persons to disclose the terms of this Agreement without the consent of the other party except:

(a) to the extent necessary for the exercise of any right or compliance with any obligation under this Agreement;

(b) as required by law or court order, providing that the disclosing party has provided written notice of the disclosure requirement to the other party as soon as reasonably practicable and only discloses the Confidential Information to the extent required to satisfy the disclosure requirement; or

(c) to lawyers, accountants and auditors of that party for the purpose of those persons providing services in that capacity to the party that engaged them.

9. LIABILITY

9.1 If the Customer is a consumer as defined under the ACL, then Qube's Services come with guarantees that cannot be excluded under the ACL. For major failures with the Services, the Customer is entitled:

(a) to cancel the Customer's service contract with Qube; and

(b) to a refund for the unused portion, or to compensation for its reduced value.

The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, the Customer is entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel the contract and obtain a refund for the unused portion of the contract.

9.2 The Customer notes and confirms it is aware that:

(a) where the Services relate to the transportation or storage of Goods; and

(b) any consignee of Goods is carrying on or engaged in a business, trade, profession or occupation in relation to the Goods,

the Services provided will be covered by s63 of the ACL and as a result, the consumer guarantees contained in s60 to s62 of the ACL will not apply.

9.3 To the extent permitted by law, if Qube is liable for a breach of a guarantee imposed by the ACL then Qube and the Customer note that none of the Services are of a kind ordinarily acquired for personal, domestic or household use or consumption, and Qube's Liability for a breach of any such guarantee (or condition or warranty, express or implied) will be limited, at its option, to any one or more of the following:

(a) the supply of the Services again;

(b) the payment of the cost of having the Services supplied again.

9.4 The Customer acknowledges and agrees that:

(a) Qube will not arrange for any insurance of the Goods or the Customer Equipment and the Goods and the Customer Equipment are at all times at the risk of the Customer and not Qube and Qube will not be responsible in tort or contract or bailment or statute or otherwise for, and the consequences of, any loss of or damage to or deterioration or destruction of the Goods or the Customer Equipment or failure to deliver or delay in delivery of the Goods or the Customer Equipment (except to the extent such loss or damage arises from any negligent or wilful acts or omissions of Qube or its Associates;

(b) the Customer must ensure that the Goods are adequately packaged with suitable dunnage to protect the Goods and the Vessel from damage caused by the Goods in transit and Qube will not be responsible for any loss or damage caused by grab equipment, front-end loaders or other mechanical equipment to any unprotected wing tank, deep or double bottom tank or to any other protrusion or obstruction that is insufficiently protected (whether because its scantlings are too light or insufficient to withstand fair wear and tear, or have no wood sheathing or other protection, or for any other reason) including but not limited to container shoes, container cleats and ladders; and

(c) Qube is entitled to rely on the documentation (including Loan Plan), instructions and other information (including in respect of the handling of any Goods) provided by or on behalf of the Customer in connection with Qube's performance of the Services and the Customer indemnifies Qube for the consequences of any such reliance (except for negligent or wilful acts or omissions of Qube or its Associates).

9.5 To the extent permitted by law, Qube's Liability for any Claims arising out of this Agreement, including Liability for breach of this Agreement, in negligence or in tort or for any other common law or statutory action, shall:

(a) be limited to the extent the loss the subject of the Claim was caused directly by Qube or its Associates.

(b) be limited to the re-supply of the Services, or at Qube's option, payment of the cost of having the Services re-supplied.

(c) exclude all liability to the Customer for Consequential Loss arising out of or in connection with this Agreement including in relation to the Services, the Customer Equipment, any delay or other failure in supplying the Services or the Customer Equipment even if:

(i) Qube Ports knew that such damages were possible; or

(ii) that such damages were otherwise foreseeable.

9.6 The reasons for the exclusion of Liability referred to in clause 9.5(c) include that Qube will be unable to obtain appropriate insurance on viable commercial terms (and as a result, Qube will be unable to provide Services at competitive rates or at all) if it remains exposed to consequential loss. Qube already adopts significant operational safeguards to mitigate the risk of Claims, but it is impractical to implement all possible safeguards due to their adverse time and cost impact, which would affect Qube's ability to provide the Services in a timely and productive manner which meets the Customer's needs. It is not possible for Qube to provide the Customer with a balancing release from Liability for consequential loss and related issues, because Qube relies on the Customer performing its obligations under this Agreement in order for Qube to be able to provide the Services (to the Customer and to other Facility users) effectively, safely and efficiently. For example, it is not possible (or permitted) for Qube to implement operational safeguards such as inspecting and examining all Goods to assess risks associated with them before providing Services. Therefore, Qube relies on the Customer to discharge its obligations throughout this Agreement relating to information about the Goods and has a legitimate interest in being able to recover from the Customer for consequential loss arising from the Customer's failure to meet its obligations.

9.7 Notwithstanding any other provision and to the extent permitted by law, Qube is not Liable to the Customer (or any person claiming through the Customer) for any Claims arising out of or in connection with:

(a) any demurrage charges relating to the Vessel levied or claimed against or incurred by the Customer (or any person claiming through the Customer) in respect of any failure or delay to load or discharge a Vessel or the removal of a Vessel from the berth prior to completion of such loading or discharge, under any circumstances whatsoever;

(b) any other loss resulting from any failure to load or unload a Vessel, delay in loading or unloading a Vessel or the removal of the Vessel, except to the extent any such loss is caused or contributed (to the extent of contribution) by negligent or wilful acts or omissions of Qube or its Associates.

9.8 The reasons for the exclusion of Liability in clause 9.7 include that it is only the Customer, not Qube, that is the party to the contract with the relevant ocean carrier which determines the performance standards and costs attributable to the timing and performance of Services. Qube needs to be able to manage its potential exposure to losses flowing from the Customer's contract with the relevant ocean carrier, when contracting with the Customer in relation to the provision of Services, because Qube will be unable to obtain appropriate insurance on viable commercial terms (and as a result, will be unable to provide Services at competitive rates or at all) if it remains exposed to such losses.

9.9 If the Customer believes Qube is Liable to the Customer for any loss of or damage arising out of or in connection with the Agreement:

(a) the Customer must give Qube written notice of the event or series of events giving rise to the Claim setting out all relevant details of the Claim and of the reasons why the Customer believes Qube is Liable:

(i) where the Vessel or the Goods are in the export phase, prior to the relevant Vessel sailing. The Customer must permit Qube rights of access and inspection to the Goods, and in the event that inspection by Qube reasonably requires access to a relevant Vessel, then the Customer must provide or otherwise procure access to that Vessel prior to the time of sailing. This procedure is necessary to enable Qube to inspect the damage and assess whether it has any Liability. This is necessary as loss or damage to a Vessel or the Goods in the export phase can occur in transit, at another port or due to other factors unrelated to Qube or its performance of the Services, and Qube would not have any knowledge of such events or circumstances in order to assess its Liability.

(ii) where the Goods are in the import phase, within 7 days of their delivery or removal of the Goods from the Facility (unless Qube agrees to a longer period). In those circumstances, the Customer must provide evidence and must promptly give Qube access to the Goods to inspect and assess them. This procedure is necessary to enable Qube to ensure that it has access to all relevant company records, data (including CCTV footage), equipment and personnel relevant to the alleged event so that Qube can investigate and assess whether it has Liability. Goods can be lost or damaged due to a variety of events or circumstances after delivery or removal from the Facility (including but not limited to conduct of third parties, natural degradation or other processes, the manner in which they are stored or handled, or other events unrelated to Qube or its performance of the Services).

(b) If Qube does not receive a written notice from the Customer by the relevant timeframe in accordance with clauses 9.9**Error! Reference source not found.** or 9.9**Error! Reference source not found.**, then Qube reserves the right to reject any later claim by the Customer for any loss of or damage to the Vessel or the Goods, and Qube will have no Liability to the Customer (or any person claiming through the Customer) in respect of such relevant loss the subject of the rejected claim.

(c) To the extent permitted by law, Qube will have no Liability for any Claim relating to the Vessel or the Goods unless the Customer commences legal proceedings against Qube within 12 months of the Customer providing Qube with written notice in accordance with clauses 9.9**Error! Reference source not found.** or 9.9**Error! Reference source not found.** (as applicable) or of the date the Customer should have provided Qube written notice in accordance with clauses 9.9**Error! Reference source not found.** or 9.9**Error! Reference source not found.** (as applicable). This is necessary to allow for the prompt and efficient management of claims and to ensure that Qube has access to relevant company records, data (including CCTV footage), equipment and any employee, agents or Subcontractor of Qube or other parties who may have had an involvement in or knowledge of the matters in connection with the Claim.

9.10 If the Customer becomes aware of any Third Party Claim made, contemplated or taken against it by any third party in respect of Goods or the Services in respect of which the Customer seeks or may seek compensation or a contribution from Qube, the Customer must, within 7 days of becoming aware, notify Qube of that Third Party Claim and give Qube a reasonable opportunity to respond before taking any action in respect of it. Before settling any Third Party Claim in respect of which the Customer seeks or may seek compensation or a contribution from Qube, the Customer must first notify Qube of that proposed settlement and reasonably consider feedback from Qube.

9.11 This clause 9 shall apply even in circumstances arising from a fundamental breach of contract or breach of a fundamental term.

10. INDEMNITY

10.1 The Customer indemnifies Qube and its Associates (on a full indemnity basis) against all Liability that any of them may sustain or incur as a result of:

(a) any breach of clauses 3, 6.2, 8.1 and 8.3 of this Agreement by the Customer;

(b) any negligence of the Customer or an Associate of the Customer arising out of, in relation to, or in any way concerning the subject matter of this Agreement; and

(c) any Third-Party Claim,

except that this indemnity does not apply to the extent that any such Liability is reasonably attributable to an act or omission of Qube or its Associates.

10.2 The Customer:

(a) must include in all of its contracts of carriage for containers or Goods, provisions whereby every sub-contractor of the Customer (including Qube and each of Qube's agents and Subcontractors):

(i) shall have the benefit of any provision in such contract which limits the Customer's Liability relating to such carriage (including, without limitation, any Liability caps or limitation periods), and Qube hereby appoints the Customer as its agent only for the purpose of making this inclusion in its contracts; and

(ii) shall not be liable to any party other than the Customer in relation to such carriage or Goods and the Customer hereby indemnifies Qube and each of Qube's agents and Subcontractors against any Third-Party Claim relating to such carriage or Goods (except to the extent that a Third-Party Claim arises from an act or omission of Qube, its employees, agents or Subcontractors); and

(b) acknowledges that one of Qube's promises to its agents and Subcontractors is that they will enjoy the benefit of the exclusion and limitation of liability terms agreed with the Customer and accordingly the Customer agrees that to the extent permitted by law, every exemption, exclusion or limitation in this Agreement applicable to Qube or to which Qube is entitled (under this Agreement or otherwise) shall also be available and shall extend to protect each of Qube's employees, agents and Subcontractors and anyone else who is vicariously liable for acts or omissions of any such person. Qube holds the benefit of each exemption, exclusion or limitation in this Agreement on trust for Qube's employees, agents and Subcontractors and anyone else who is vicariously liable for acts or omissions of any such person, and may enforce the exemptions, exclusions or limitations on their behalf.

11. SECURITY AND SAFETY AT BERTH

11.1 The Customer undertakes to comply with Qube's security requirements with regard to the Facility.

11.2 Qube shall not be responsible for the security or safety of any Vessel whilst at the Facility, unless caused by any defective equipment of Qube or any fault or neglect on the part of Qube or its Associates.

11.3 Qube undertakes that it will conduct its operations at the Facility in accordance with safe working requirements and which comply with all relevant Commonwealth and State legislation.

11.4 The Customer undertakes to provide Vessels which comply with the standards prescribed in all relevant international conventions.

11.5 Given Qube does not have control of the Vessel, the presence of stowaway or other unauthorised personnel is at the Customer's risk, Qube shall have no Liability to the Customer (including, without limitation, the payment of expenses by the Customer on account of care, lodging, medical attention, security and repatriation) and arising from the presence on board Vessels of stowaways, or other unauthorised personnel.

12. ENVIRONMENTAL PROTECTION

12.1 Regardless of whether the Goods are Dangerous Goods, the Customer will advise Qube of full details of any hazardous, toxic or other environmentally unfriendly Goods or other substance or commodity carried or intended to be carried on any Vessel.

12.2 The Customer will be liable for any fines, claims or cleanup costs incurred to the extent caused or contributed to by any negligent act or omission of the Customer, an Associate of the Customer or the Vessel, hazardous, toxic or other environmentally unfriendly Goods or other substances or commodities are the subject of damage, leakage or spillage.

12.3 Qube will be liable for any fines, claims or cleanup costs incurred to the extent caused or contributed to by any negligent act or omission of Qube or any of its employees, hazardous, toxic or other environmentally unfriendly Goods or other substances or commodities are the subject of damage, leakage or spillage.

13. WHO THIS AGREEMENT BENEFITS

13.1 The Customer acknowledges and agrees that:

(a) Qube enters this Agreement on its own behalf and for the benefit of its Associates and their respective employees, agents and subcontractors; and

(b) Qube holds that benefit on trust for the parties referred to in clause 13.1(a) and may, if requested by them, enforce it on their behalf.

14. FORCE MAJEURE

14.1 Subject to clause 14.6, if Qube or the Customer (the "**affected party**") is wholly or partially precluded or delayed from performing the Services or otherwise complying with its obligations under this Agreement by a Force Majeure Event then the affected party will be released from its obligations under this Agreement (except for the Customer's obligation to pay Qube) to the extent and for the duration that performance of this Agreement is delayed, hindered or prevented by a Force Majeure Event.

14.2 If a Force Majeure Event occurs or is likely to occur, then the affected party must give prompt notice of the Force Majeure Event and detail what action is being taken to overcome its effects in writing (including by email).

14.3 The affected party must use its reasonable endeavours to promptly overcome any Force Majeure Event and restore its ability to perform. However nothing will oblige the affected party to:

(a) spend any amount of money that it considers unreasonable;

(b) settle any strike or other industrial dispute on terms contrary to its wishes; and

(c) contest the validity or enforceability of any law regulation or legally enforceable order by way of legal proceedings.

14.4 The other party will provide reasonable assistance to the affected party if a Force Majeure Event occurs.

14.5 Subject to clause 14.6, the affected party will resume its obligations under this Agreement as soon as reasonably practicable after it is no longer affected by a Force Majeure Event.

14.6 In the event that a Force Majeure Event exceeds the period of 30 days, either party may provide notice to the other terminating this Agreement with immediate effect.

15. DISPUTE RESOLUTION

15.1 Neither party may start arbitration or court proceedings (except proceedings seeking an order for the arrest of a ship, an injunction or other interlocutory relief) in respect of a Dispute, unless it has first complied with this clause.

15.2 A party claiming that a Dispute has arisen must notify the other party.

15.3 Within 5 days after a notice is given under clause 15.2 each party must nominate in writing to the other party an employee authorised to settle the Dispute on its behalf.

15.4 During the 14-day period after a notice is given under clause 15.2 (or if the parties agree a longer period, that longer period) each party's nominee must use his or her best efforts to resolve the Dispute.

15.5 If a Dispute is not resolved within that time, the Dispute must be referred for mediation administered by the Australian Commercial Disputes Centre (**ACDC**) before either party commences litigation.

15.6 Any mediation is to be conducted in accordance with the ACDC Guidelines for Commercial Mediation which are operating at the time the matter is referred to ACDC and the terms of the Guidelines are incorporated into this Agreement.

16. CHAIN OF RESPONSIBILITY

16.1 Qube and the Customer acknowledge and agree that each of them has obligations under the Chain of Responsibility Law and to ensure, so far as is reasonably practicable, the safety of transport activities and to eliminate public risks (and, to the extent it is not reasonably practicable to eliminate public risks, minimise the public risks).

16.2 Each party must comply with its obligations under the Chain of Responsibility Law and take care not to cause any breach of Chain of Responsibility Law requirements.

16.3 The Customer must:

(a) comply (and also ensure that its Associates comply) at a minimum with any directions, procedures or policies advised or notified by Qube or its Associates to the Customer or its Associates with respect to packing, securing, loading or unloading of the Goods or entry into, use of or egress from the Facility; and

(b) take positive steps to facilitate Qube's ability to meet Qube's obligations under the Chain of Responsibility Law. .

16.4 The Customer acknowledges and agrees that unless otherwise provided for in the Quotation it will be responsible for packing the Goods and will be responsible for discharging any obligations under the Chain of Responsibility Law in respect of Goods which the Customer (or its Associates) have packed.

17. TERMINATION

17.1 A party (**Non-Defaulting Party**) may terminate all or any part of this Agreement by giving written notice to the other party (**Defaulting Party**) in the event that the Defaulting Party:

(a) becomes a Chapter 5 Body Corporate, bankrupt or insolvent or makes or is likely to make an arrangement with its creditors;

(b) commits a breach of this Agreement which in the reasonable opinion of the Non-Defaulting Party is incapable of remedy;

(c) commits a breach of this Agreement which in the reasonable opinion of the Non-Defaulting Party is capable of remedy and the Defaulting Party fails to rectify the breach within the time stipulated in a notice from the other party requiring such breach to be remedied (which must not be less than 14 days).

17.2 Where this Agreement is terminated by Qube under clause 17.1, all Fees outstanding under this Agreement and any other amounts owing to Qube will, whether or not due for payment, immediately become due and payable by the Customer.

17.3 On termination for any reason:

(a) each party ('first party') must, promptly upon request by the other party, delete or destroy all Confidential Information of that other party in material form (including without limitation, those parts of all notes and other records of the first party containing Confidential Information of the other party) in the first party's possession or control except the first party may retain a copy of the Confidential Information where it:

(i) is required to be retained by law, the rules of any stock exchange or under any mandatory rule of professional standards;

(ii) forms part of the minutes of the board of directors or a committee of the board of directors of the first party;

(iii) is stored electronically pursuant to an existing routine data back-up exercise on servers or back-up sources so long as it is deleted from local hard drives; or

(iv) forms part of any legal advice or due diligence report prepared in connection with the first party.

(b) subject to the Customer paying all outstanding amounts that are due for payment to Qube (and including, as applicable, any amounts that become due and payable in accordance with clause 17.2), Qube must promptly make available to the Customer for collection, and the Customer must remove the Goods from the Facility. Clause 4.2 will apply where the Customer fails to remove the Goods from the Facility within 3 days after the Goods have been made available to the Customer for collection after the date of termination.

17.4 Any accrued rights and obligations of the parties as at the date of termination will be unaffected by termination.

17.5 Clauses 4.2, 6, 7, 8, 9, 10, 11.5, 12, 13, 15, 16, 17, 18, 19, 21**Error! Reference source not found.** and 24 continue to bind the parties after the termination of this Agreement.

18. ENTIRE AGREEMENT

18.1 This Agreement excludes all conditions, warranties and terms implied by custom, general law or statute (except ones that by law may not be excluded). Therefore, what is expressed in this Agreement:

(a) is the entire agreement between the parties as to its subject matter; and

(b) in relation to that subject matter, supersedes and cancels all any prior understandings or agreements between the parties, including without limitation any letter of intent or proposal or both.

19. NOTICE

19.1 A notice, consent or other communication by a party under this Agreement must be:

(a) in writing;

(b) addressed to the person as notified by the recipient to the sending party for the sending of notices (via Quotation-related correspondence or otherwise) or, in the absence of which, to the other party's General Manager or equivalent; and

(c) either:

(i) hand delivered to the recipients' address;

(ii) delivered or sent by pre-paid registered mail (by airmail, if the addressee is overseas), courier, or other similar traceable form of delivery to the recipients' address; or

(iii) sent by email to the recipients' email address.

19.2 A notice, consent or other communication that complies with this clause is regarded as given and received:

(a) If hand delivered – on actual receipt;

(b) if it is sent by email – when the email leaves an information system under the control of the sender provided that the sender does not receive a notice from an automated message system indicating that the transmission has been delayed or has failed; orif it is sent by registered mail, courier or other similar traceable form of delivery – on actual receipt.

20. RELATIONSHIP

20.1 Except as provided under Clause 10.2, nothing in this Agreement creates a relationship of employer and employee, principal and agent, or partnership between any parties.

21. SEVERANCE

21.1 Any provision in this Agreement that is prohibited or unenforceable (or found to be so) in any jurisdiction is ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

22. WAIVER

22.1 The failure of a party at any time to require full or partial performance of any provision of this Agreement does not affect in any way the full right of that party to require that performance subsequently.

22.2 The waiver by any party of a breach of a provision of this Agreement is not deemed a waiver of all or part of that provision or of any other provision or of the right of that party to avail itself of its rights subsequently.

22.3 Any waiver of a breach of this Agreement must be in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

23. AMENDMENT AND ASSIGNMENT

23.1 This Agreement can only be amended, supplemented, replaced or novated by another document signed by both parties.

23.2 The Customer's rights, interests, entitlements and obligations under this Agreement are not capable of being assigned or transferred without the prior written consent of Qube as any such assignment may increase Qube’s exposure to credit or other risk. Qube will not unreasonably withhold or delay its consent to assignment by the Customer but may impose reasonable conditions to prevent detriment to Qube arising from the assignment.

23.3 It may be necessary for Qube to be able to assign its rights or obligations under an agreement, entered into with the Customer, in order to effectively deliver Services. Qube may assign or transfer its rights or obligations under this Agreement without the Customer's consent, provided that the assignee has the resources to perform the Services in accordance with this Agreement and there is no material detriment to the Customer arising from that assignment.

24. GOVERNING LAW

24.1 This Agreement will be governed and construed in accordance with:

(a) if the Services are only provided in one State or Territory, the laws of the State or Territory in which Qube provides the Services; or

(b) if the Services are provided in more than one State or Territory, the laws of the State of New South Wales.

25. DISEASE RELIEF EVENT

25.1 In this clause:

Pandemic means a Contagious Disease which has been declared as a pandemic by the World Health Organization and is international in its spread;

Epidemic means a Contagious Disease which has spread throughout a region or regions which is generally contained;

Contagious Disease means a highly infectious or contagious disease that may cause serious illness to humans;

Disease Relief Event means any occurrence or outbreak of a Pandemic, Epidemic or Contagious Disease which impacts upon Qube’s operations or its ability to perform the Services under this Agreement whether as a result of complying with the directions of any Government agency, internal Qube policy or otherwise.

25.2 Notwithstanding any other clause in this Agreement, where a Disease Relief Event arises Qube will be entitled to:

(a) suspend or modify the performance of the Services or any other obligations under this Agreement (irrespective of whether a Force Majeure Event arises or is notified to the Customer) for the duration of the Disease Relief Event; and/or

(b) increase the Fees and any charges payable by the Customer for the duration of, and following on from, the Disease Relief Event provided:

(i) Qube must disclose in detail (and any further detail which the Customer may reasonably request) all evidence which it relies on in claiming that the Disease Relief Event has caused an increase in the cost of providing Services; and

(ii) the increase is a direct pass-through of the increased costs to Qube of supplying Services under this Agreement (without any margin for profit).

25.3 For the avoidance of doubt, the rights under this clause are in addition to any other rights that Qube is entitled to exercise in accordance with the terms of this Agreement or otherwise at law or in equity.

25.4 Qube must notify the Customer of the existence of a Disease Relief Event within 3 days of it arising.

25.5 Qube must use reasonable endeavours to mitigate against the impacts of a Disease Relief Event.