

The following terms of use apply to all persons who use the loading dock operated by the Translational Research Institute Pty Ltd (ACN 137 632 565) as trustee for the Translational Research Institute Trust ("TRI") for personal deliveries. By accessing or using the loading dock for personal deliveries, you agree to these Terms of Use.

1. Use

- 1.1. TRI accepts that a person working within the TRI facility may have limited use of the loading dock for personal deliveries.
- 1.2. Use of the loading dock for personal deliveries must not breach these terms of use.
- 1.3. TRI has the right to refuse to accept your personal deliveries where:
 - 1.3.1. Use of the loading dock for personal deliveries by you is considered excessive; or
 - 1.3.2. There is a concern that the goods being delivered are in breach of these terms of use.

2. Notification and Pick-up

- 2.1. TRI has no obligation to notify you that a personal delivery has arrived in the loading dock.
- 2.2. Personal deliveries must be collected from the loading dock between 10am and 3pm on business days when dock staff are present.
- 2.3. Deliveries may only be collected by the person listed as the addressee on the label of the item delivered and loading dock staff may request photographic identification prior to handing over the item. Loading dock staff have the right to refuse to give a person an item if they are not satisfied that the person collecting it is the addressee.

3. Types of Goods

- 3.1. Dangerous or prohibited goods, explosive or incendiary devices are prohibited from being delivered to the loading dock.
- 3.2. The loading dock is not to be used for the delivery of valuables (including cash, gold, jewellery and precious stones) or valuable documents (including passports and wills).

4. Risk

- 4.1. Personal deliveries are at your risk at all times.
- 4.2. TRI accepts no liability for consequential loss or damage whatsoever.
- 4.3. TRI accepts no liability for loss of goods delivered to the loading dock.

5. Release

- 5.1. You agree to release TRI from any liability, loss, claim or cost paid, suffered, incurred or available, except to the extent caused or contributed to by the wilful default or negligence of TRI, in which case, you agree that TRI's liability is limited to \$1.00.

6. Unclaimed Goods

- 6.1. Items not collected within 5 business days of delivery may be treated as abandoned and you appoint TRI as your agent to deal with them as TRI sees fit in its absolute discretion including returning the item to the sender or selling or otherwise disposing of the goods that have been delivered.
- 6.2. TRI may collect any costs that it incurs in implementing this clause as a debt due and payable from you.



Terms of Use: Loading Dock for Personal Deliveries

7. Indemnity

7.1. You agree to indemnify TRI in respect of any claim made against TRI and any expenses incurred by TRI as a consequence of, in relation to, or in any way arising out of your use of the loading dock for personal deliveries.

8. Disputes

8.1. Any disputes in relation to use of the Loading Dock for personal deliveries are to be directed to the Chief Operating Officer of TRI whose decision on the matter is final.

8.2. If any of these terms are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.