

## 1.0 Purpose

- 1.1 To outline to Carriers their responsibilities when carrying goods for and on behalf of Redox.

## 2.0 Scope

- 2.1 This procedure applies to Carriers who handle/deliver goods for and on behalf of Redox with the exception of container cartage and bulk deliveries.

## 3.0 References

- 3.1 Heavy Vehicle National Law Act and Regulations (all states)
- 3.2 Dangerous Goods (Road and Rail Transport) Act and Regulations (NSW, VIC, ACT, TAS)
- 3.3 Dangerous Goods Act and Regulations (NT)
- 3.4 Dangerous Goods Safety Act (WA)
- 3.5 Dangerous Substances (Dangerous Goods Transport) Regulations (SA)
- 3.6 Dangerous Goods Safety (Road and Rail Transport of non-explosives) Regulation (WA)
- 3.7 Land Transport Act 2005 (NZ)
- 3.8 NZS5433.2007 – Transportation of Dangerous Goods on Land (NZ)
- 3.9 Federal Office of Road Safety – Load Restraint Guide
- 3.10 Australian Dangerous Goods Code 7th Edition
- 3.11 Procedure 1428 – Bonded Spirits
- 3.12 Procedure 3505 – Pallets
- 3.13 Procedure 3528 – Proof of Delivery

## 4.0 Definitions

- 4.1 Carrier – means all Redox approved persons or companies that carry and transport goods, and their employees and sub-contractor to the carrier and their employees or any other person or company acting on behalf of the carrier or sub-contractor unless otherwise stated in this procedure.
- 4.2 Chain of Responsibility – means laws that places legal obligations on parties in the transport supply chain to ensure transport and safety requirements are not breached.
- 4.3 Dangerous Goods Initial Response Guide – means a handbook issued by Standards Australia (as amended from time to time) to provide immediate general information and advice to persons handling dangerous goods in emergency situations.
- 4.4 Delivery Docket – refers to any Transfer Docket, Pick-up Docket, delivery Receipt, Goods Return Docket issued by Redox.
- 4.5 Dimension Limits – means the maximum width, height and length of a load that can be safely transported on a vehicle.

- 4.6 Distribution Manager – An employee of Redox appointed and authorised from time to time by Redox to perform the duties of distribution manager.
- 4.7 EPG – means Emergency Procedure Guide. This document is issued by and Redox provides information on the procedure to be followed in case of an emergency involving the transport of dangerous goods. Included is advice on the correct sequence of actions following a chemical spill or a fire
- 4.8 Interpretation – In this procedure (unless the context otherwise requires), the singular includes the plural and vice-versa
- 4.9 Load Restraint – means guidelines for the safe cartage of loads on road vehicles issued by the Department of Transport Federal Office of Road Safety (Australia) and the NZ Transport Agency (New Zealand).
- 4.10 Mass Limits – means the legal maximum load limits at which a vehicle may operate.
- 4.11 Non-Prescription Drug – means any medication, other than a Prescription Drug, which may be obtained without a prescription but excludes illicit drugs.
- 4.12 Personal Protective Equipment (PPE) – includes but not limited to high visibility clothing, safety boots or covered footwear as advised by Redox from time to time.
- 4.13 Prescribed Drug – means any medication that is prescribed to a consumer by an authorised medical practitioner.
- 4.14 Redox – In all instances in this procedure refers in Australia to Redox Pty Ltd (ACN 000 762 345), in New Zealand to Redox NZ, in Malaysia to Redox Chemicals Sdn Bhd Limited (Company No. 955405-K) and in the United States to Redox Inc.
- 4.15 Road / Rail Freight Office – mean an employee of Redox appointed and authorised from time to time to perform the duties of road / rail freight officer.
- 4.16 SDS – means Safety Data Sheet (previously known as Material Safety Data Sheet or MSDS) is a document issued by Redox that provides information on the properties and actual or potential hazards of chemicals and how they affect health and safety in the workplace, precautions for safe storage and handling, emergency procedures and spill control, clean up and disposal.
- 4.17 Store Manager – mean an employee of Redox appointed and authorised from time to time to perform the duties of store manager.
- 4.18 Supply Chain – means a system of organisations, persons or resources involved in moving product from the supplier to the consignee or customer.
- 4.19 Transport Coordinator – mean an employee of Redox appointed and authorised by Redox from time to time to perform the duties of transport coordinator.

## 5.0 Procedure

### 5.1 Responsibilities and Authority

- a) This procedure may be varied from time to time by the Distribution Manager (or other officer authorised so by a director) who will endeavour to inform the Carriers of any changes.
- b) The Carrier will be authorised to transport goods on behalf of Redox when instructed to do so by means of a Delivery Docket. All other instructions will be in accordance with this procedure.
- c) By accepting the Delivery Docket or actually delivering goods on behalf of Redox, the Carrier is deemed to agree to the standards outlined in this procedure.

## 5.2 Carriers Freight Quotations

- a) Quantity / Volume of Business – Redox requires/utilizes a variety of carriers and utilizes the carrier that have submitted competitive quotations to provide services to Redox at agreed levels required by Redox. The quantity/volume of business allocated to each carrier is affected by the type and number of contracts secured by Redox and the competitiveness of each carrier's quotations therefore the use of any carrier by Redox is strictly on a non-exclusive basis.
- b) All Carriers must submit written freight quotations to Redox by way of fax, email or post and are on the Carrier' letterhead. The freight quotes must specify validity dates but failing that remain valid unless otherwise notified by Carrier in writing to the Redox Head Office Logistics Department, Sydney giving 30 days' notice of the termination of the freight quotation. Any and all adjustments to the freight quotes are subject to Redox's written approval.
- c) Any Carrier performing deliveries for Redox on an hourly rate basis must discuss their rates and fees payable for the ensuing financial year prior to the end of the current financial year. Both Redox and the Carrier must agree in writing to the proposed rates. If the parties do not agree on Carrier's proposed rates and fees the Carrier's rates will expire at the end of the current financial year.
- d) All Carriers that have freight quotations accepted by Redox are approved by Redox subject to section 5.2(a) however Redox will revoke the carrier's approval if in the opinion of Redox that there has been a breach of the conditions contained in the Procedure, a serious threat to the environment or safety of any person or property.

## 5.3 Deliveries

- a) On 24 hours' notice Redox will advise the Carrier Redox's requirements and instructions for deliveries and pick-up. These arrangements will be in writing.. Any delivery instructions or Carrier's amendments to such instructions which are not in writing will not be binding on Redox. If the Carrier is unable to meet this time frame, they must immediately inform Redox. No pick-up or delivery must be made without official Redox paperwork.
- b) The Carrier must ensure that the goods loaded on the vehicle match the description, quantity and condition as detailed on the Delivery Docket.
- c) Operating hours of Redox sites is shown below in Section 5.4. The Carriers are to ensure that they arrive no earlier nor later than the times specified.
- d) Cut-off times for next day metropolitan deliveries is shown in section 5.4. Allowances will be made for deliveries issued after the cut-off time after consultation with the Carrier provided that the Carrier has the capacity to accommodate the delivery.

- e) In accepting deliveries the Carrier must ensure that during the loading of the Carrier's vehicle's that permissible mass limits are not exceeded.
- f) The Carrier must ensure that the carrier's vehicle is able to complete all deliveries assigned to the vehicle for the date required and where indicated during the times specified.
- g) If for any reason the Carrier's vehicle is running late or held up with deliveries other than deliveries for Redox then the carrier is to ensure that Redox deliveries scheduled for that day are given priority.
- h) In case a delivery is not made in accordance with the Delivery Docket, the Carrier must return the failed delivery to the despatching warehouse on the same day. The Carrier must notify the Transport Coordinator prior to the vehicle returning to the despatching warehouse to ensure that arrangements can be made for the next day delivery and to ensure warehouse staff are available to unload the vehicle on arrival.

## 5.4 Operating Times and Next Day Cut-off Times

Redox Facility	No Vehicle Before	No Vehicle After	Next Day Cut-off Time
Gilbertson Road Laverton North Vic	6.00 a.m.	10.00 p.m.	3.00 p.m.
Burr Court Laverton North Vic.	8.00 a.m.	3.30 p.m.	3.00 p.m.
Minto N.S.W.	6.00 a.m.	9.00 p.m.	3.00 p.m.
Girraween N.S.W.	7.00 a.m.	3.00 p.m.	3.00 p.m.
Richlands Qld.	7.00 a.m.	3.30 p.m.	2.30 p.m.
Dry Creek S.A.	8.00 a.m.	3.00 p.m.	3.00 p.m.
Bibra Lake W.A.	6.45 a.m.	5.00 p.m.	2.30 p.m.

## 5.5 Metropolitan Deliveries

- a) Carriers will be issued with the Delivery Docket for the day of delivery on the day of delivery by the Transport Coordinator along with a run sheet. The Carrier is under the supervision of the Store Manager for that branch.
- b) The Road/Rail Freight Officer is responsible for negotiating rates from carriers and is not responsible for the supervision of the Carrier.
- c) The Transport Coordinator must approve the freight invoices of local Carrier drivers by checking the run sheets, stamping the invoice with the credit stamp and on forwarding for payment to Redox's accounts clerk. If there is a discrepancy on the invoice the Transport Coordinator must notify the Road/Rail Freight Officer for checking. Once checked and all is in order the invoice can be sent to Accounts for payment.

## 5.6 Transit Time

Any freight quotations received by Redox from the Carrier are required to include the transit time from the point of pick-up to the place of delivery. This section 5.6 does not apply to the Carrier making deliveries or pick-ups within the local distribution areas of the Redox or storage contractor's warehouse.

## 5.7 Damage

- a) The Carrier is responsible for inspecting the goods prior to loading and must refuse to take delivery of any damaged goods unless so authorised by Redox in writing. The Carrier must sign a clean receipt only if the goods are in good order and condition. The Carrier is responsible for the value of any damage or loss that occurs whilst in their possession, including transit.
- b) The Carrier must immediately consider the delivery temporarily suspended and notify Redox by phone if damage occurs or becomes evident and request further instructions.
- c) Redox retains title to the goods at all times, including when such materials, goods, chattels and property are in the Carrier's possession. The goods shall be at the Carrier's sole risk immediately on their delivery into the care, custody and control of the Carrier or its agent, carrier or contractor.
- d) The Carrier must take every possible action to ensure that the goods in their possession, including transit, are protected from actual or potential damage, this is to include:
  - i) Cover the load to protect from rain, storm, hail, excessive sun exposure or snow.
  - ii) Tie down the goods to avoid movement on the vehicle in accordance with the Load Restraint Guide.
  - iii) Ensure correct segregation of the goods in accordance with the Australian Dangerous Goods Code.
  - iv) Vehicle gates are on the vehicle to suitably contain the load.

## 5.8 Bonded Spirits

Any Carrier selected or requested to pick up and deliver from a Redox warehouse goods classified as "bonded spirits" is required to be approved by completing the bonded spirits approval form (Transport Contractors Form 21193) as well as to complete the section on the Delivery Docket called "bonded spirits" which is stamped by the Transport Coordinator which requires the Transport Coordinator to sight the Carrier's driver licence prior to being loaded (refer to procedure 1428). For the avoidance of any doubt, if the Carrier does not comply with this section 5.8, Carrier's vehicle will not be loaded with goods classified as "bonded spirit".

## 5.9 Delivery

- a) It is the Carriers' responsibility to ensure that its drivers carrying out the deliveries on their behalf are trained, appropriately licensed and obey this procedure and the rules of the road at all times, including any special delivery instructions mentioned on the Delivery Docket. This may include:
  - i) a nominated delivery time.
  - ii) special location within the delivery site.
  - iii) request for a special type of vehicle to complete the delivery.
- b) PPE is to be worn at all times when entering a Redox warehouse or site or at a contract warehouse or site or customer warehouse or site as indicated on the Delivery Docket.
- c) If no PPE is worn by the Carrier and its drivers, the Carrier will not be able to pick the goods from Redox's site or if specified not be able to effect the delivery at the customer's site. Redox will not accept any liability under this provision.

- d) If any delivery cannot be met, the Carrier must immediately inform the Transport Coordinator and obtain further instructions before proceeding to the next delivery.
- e) All vehicles entering Redox warehouse/site must be visually inspected by a Redox employee to ensure they are clean, tidy and free of debris, excess dirt and rubbish. Any vehicle that is not clean and tidy will be denied access to the warehouse/site and must be cleaned prior to re-entry.
- f) When a vehicle is being loaded, the Carrier's driver must stay within the following safe zones:
  - i) In their cab; or.
  - ii) Exit their vehicle, but remain within one metre of the cab.
- g) When their vehicle is not being loaded, the Carrier's driver may exit the safe zones to attend to their load, however they must move back to the safe zone once loading has recommenced. Under no circumstances is the Carrier's Driver permitted to move their vehicle or assist with loading whilst forklifts or Mobicons are loading their vehicle.

## 5.10 Emergency Procedure

In the event of spillage or fire:

- a) If the goods are dangerous the Carrier should refer to the EPG or Dangerous Goods – Initial Emergency Response Guide.
- b) The Carrier should immediately contact the Police or Fire Brigade, and also contact Redox (Australia) 02 9733-3000, (Auckland) 64-9-273-2777, (Christchurch) 64-3-357-8360 or Redox Emergency Response free call 24/7 number via Chemcall on the following numbers:
  - i) New Zealand 0800 243 622
  - ii) Australia 1800 127 406
- c) Isolate the spill or leak area immediately for at least 25m in all directions.
- d) Keep unauthorised persons away.
- e) If safe to do so, stop or stem the leakage of the product.

## 5.11 Unload Vehicle

Unloading of the vehicle must not take place until:

- a) The Carrier's driver has ensured that both the name on the building and street address is the same as that on the Delivery Docket.
- b) The Carrier's driver is satisfied that proper arrangements can be made relating to the exchange or transfer of pallets (if applicable).
- c) COD deliveries
  - i) The delivery can only be affected if the Carrier, prior to unloading collects cash/cheque for the amount displayed on the Delivery Docket and the cheque is signed and dated.
  - ii) If the customer does not have the cheque available immediately, the Carrier must contact the Store Manager for further instructions.

- iii) The cash/cheque(s) must be delivered in person directly to the Store Manager, or any other person so authorised by Redox.
- iv) It is the responsibility of the Carrier's driver to ensure that all cheques and monies are accounted for when returning to the Redox warehouse/site. The Carrier accept liability for failure to account for either cheques or monies and agrees to reimburse Redox for missing amounts.

## 5.12 Obtaining Receipt

The Carrier must ensure that:

- a) A clean receipt is secured from the consignee on delivery of the goods and all signature and name fields are fully completed by the receiver / consignee; and
- b) The Delivery Docket is handed to the consignee or a receiver of the delivery having authority to accept the delivery.
- c) If a clean receipt/signature is not secured the Carrier is to immediately inform the Store Manager or any other person so authorised by Redox for further instructions.

## 5.13 Pallets

When a pick-up is arranged and the pallets used are hire pallets, the Carrier must either exchange the same quantity of the same type as loaded onto the vehicle or if no exchange takes place a transfer hire docket is raised to transfer the required quantity onto the Carriers pallet hire account. It is the responsibility of the Carrier to obtain these pallets back from the consignee. This also refers to Redox-operated warehouses. If exchange pallets are not available and the Carrier does not have a hire account, the Redox Transport Coordinator must be immediately advised to determine the next course of action.

## 5.14 Consignee Wishing to Return Goods

Redox will not accept any goods returned by the consignee to Redox via the Carrier without official Redox paperwork (Goods Return Docket). The Carrier will bear the sole responsibility for accepting any such returned goods from the consignee without official Redox paperwork (Goods Return Docket).

## 5.15 Proof of Delivery

Proof of delivery must be returned to the Redox office within 7 days with a signature from the receiver/consignee. The Proof of delivery can be delivered either by fax, email or the originals are to be mailed/couriered to Redox

## 5.16 IBC Movements

When delivering or returning empty IBC's from the consignee back to Redox, the Carrier must add the IBC identification number and Redox reference number to all paperwork.

## 5.17 Invoicing – Bill/Statement

- a) The Carriers invoice must include the Redox reference numbers on the invoice referring to the work completed.

- b) Statements must be received at the end of each trading period in order to ensure the payment is effected by Redox within the period agreed between Redox and the Carrier.

## 5.18 Claims

Redox will forward a claim to the contract Carrier if Redox goods are lost or damaged whilst in their transit. The Carrier will settle all reasonable claims promptly.

## 5.19 Insurance

Carrier will, at all times, obtain and maintain insurance policies for the following:

- a) public liability including dangerous goods for an amount not less than \$5,000,000.00AUD in respect of any liability for any single event incurred by the Carrier and any other driver in the performance of work for Redox.
- b) comprehensive motor vehicle over the vehicles being used in cover for an amount of \$10,000,000.00AUD for third party property damage in respect of any one accident. Redox shall not be liable to the Carrier for any loss or damage suffered by any third party however caused or arising. The Carrier hereby agrees to indemnify Redox against any loss or damage including without limitation, personal injury (including death) or any damage of any property arising out of any act or omission by the Carrier.
- c) goods in transit insurance for not less than \$100,000.00AUD in respect of any goods, which the Carrier carries at the request of Redox or on behalf of Redox from time to time.
- d) Worker's Compensation to cover any driver with the extension unlimited in amount indemnifying the Carrier and Redox against their respective liabilities at common law to the driver. Whenever the driver of the vehicle is or is deemed to be for the purposes of the Worker's Compensation Act an employee of the Carrier.

The Carrier shall:

- e) On request, produce for inspection by Redox a copy of all certificates of currency for insurance policies required to be affected by the Carrier under these procedures.
- f) Ensure that each such policy includes an indemnity of Redox for any action of the Carrier to which the policy applies.
- g) Immediately report any accident to the Store Manager of the relevant Redox site and attend to any legal requirements at the scene of the accident.

## 5.20 Dangerous Goods Code (ADG) and Regulation Compliance

- a) On an annual basis the Carrier must provide a letter/document confirming that all the vehicles they supply that are used for transporting dangerous goods for Redox, comply with the Australian Dangerous Goods Code, along with any relevant legislation in the state(s) the vehicles operate.
- b) In addition to the above, the Carriers must maintain maintenance and servicing logs for all vehicles used to transport goods on behalf of Redox. These records must be supplied to Redox for review every quarter.
- c) Section 5.19(a) only applies to Carriers who supply vehicles for the purpose of transporting dangerous goods.
- d) At no time is the Carrier's vehicle to be left unattended in public places whilst loaded with dangerous goods.

## 5.21 Food Safety Requirements

Vehicles transporting Food Grade Products must adhere to the following requirements (food grade products are indicated by green sticker which states 'Food Grade' or 'To be Store in Food and Pharmaceutical Warehouse):

- a) Deliveries of food and pharmaceutical products must only be made using enclosed vehicles such as Tautliners or Pantechs.
- b) Dangerous Goods segregation requirements must be closely observed and followed at all times.
- c) All vehicles must be in a clean and tidy state and free of dirt, dust or debris. Any vehicles containing residual chemicals or liquids (i.e. from spills) must be cleaned prior to collecting food goods from Redox.
- d) Packages must not be opened at any time; any open, leaking or damaged packaging must be reported to Redox immediately.
- e) Drivers must immediately notify Redox if they are suffering from any infectious illness or communicable disease such as cold, flu, food poisoning, etc.

## 5.22 Closed-Sided Vehicles

Closed-sided vehicles will not be loaded unless the said vehicle is equipped with an operating jack.

Unloading of closed-sided vehicles by means of other than a pallet jack, forklift or by hand unloading is prohibited. Under no circumstances is the use of a sling permitted as an aid in unloading the vehicle.

All Carriers must ensure any on forwarding agents they use also comply with the above.

## 5.23 Chain of Responsibility and Dangerous Goods Legislation

Redox requires all parties in the supply chain (including Drivers and Owners) to comply with all road transport laws including Chain of Responsibility and dangerous goods legislation. Compliance with legislation means all drivers and Carriers must comply with the following requirements at all material times:

- a) Drivers must be appropriately licenced.
- b) Vehicles must not exceed mass limits,
- c) Vehicles and loads must not exceed dimension limits.
- d) Loads are appropriately restrained.
- e) Drivers must not exceed the speed limit.
- f) Driving hour regulations (time spent working) are adhered to.
- g) Required rest breaks are taken.
- h) Records of driver work and rest hours are made (where applicable).
- i) Drivers do not drive whilst impaired by fatigue, drugs or alcohol.
- j) Drivers or owners are not offered incentives, rewards or payments for breaching any road transport law by any party.

- k) Drivers must not transport goods which are unsuitable for transport, damaged or defective.
- l) When carrying dangerous goods, drivers must ensure their vehicles are segregated correctly when carrying dangerous goods,
- m) Drivers must ensure loads on their vehicles are secured and stowed correctly and appropriately.
- n) Drivers must correctly placard their vehicle if carrying dangerous goods.
- o) Drivers and owners must ensure that the correct and appropriate transport documentation and emergency information is carried with the vehicle.
- p) Drivers and owners must ensure vehicles carrying dangerous goods are equipped with fire extinguishers, warning devices and any other emergency equipment required in accordance with the Australian Dangerous Goods Code.
- q) Drivers and owners must ensure their vehicles are maintained, serviced and fit for service.
- r) Drivers must follow correct loading, unloading, parking or detaching procedures issued by Redox or any Regulatory Authority.
- s) Drivers and owners do not tamper with any equipment fitted to the vehicle.

Any non-conformance with the above requirements may result in Redox refusing to load the goods on to the vehicle and/or removing the Carrier as Redox' approved carrier.

Redox will not offer any party in the supply chain an incentives, reward or payment for breaching any road transport law by any party.

Any Driver who is suspected of being under the influence of drugs or alcohol will not be loaded and will be dealt with in accordance with the provisions under section 5.24.

## 5.24 Drug and Alcohol Testing

Subject to section 5.24.2, Redox is committed to providing a safe, healthy and productive workplace and views the request to the Carrier or its workers to discuss, in the presence of a witness, any observations noted in sections (a) to (f) below at the workplace and/or to undertake drug and alcohol screening test to be a reasonable request made in its capacity as the person conducting a business or undertaking in order to rule out the possibility that the worker is in violation of this procedure. Such requests can be made if:

- a) the Carrier worker's behaviour, appearance, odours, gait, and/or speech suggest drug or alcohol use, or the withdrawal from such use;
- b) the Carrier worker has been involved in an accident or near-accident which caused, or could have caused, a fatality, serious injury, or significant property damage;
- c) the Carrier worker is found in possession of alcohol or drugs;
- d) the Carrier worker admits illicit drug or alcohol use or abuse;
- e) the Carrier worker uncharacteristically becomes increasingly absent or tardy, or there is a significant deterioration in the Carrier worker's job performance which cannot be explained by any other reason; or
- f) the Carrier worker is absent from the normal work area when there is reason to suspect drug-related activity in violation of this procedure.

If drug and alcohol screening is required pursuant to this procedure, Redox will notify the Carrier company, refuse to load the Carrier's vehicle and ask the affected Carrier worker to provide his or her written consent.

In the event the Carrier worker refuses to provide such written consent, fails to cooperate in the testing or attempts to adulterate, substitute for, tamper with, and/or otherwise invalidate a test sample, Redox may suspend or terminate and remove the Carrier from Redox's approved list of transport contractors.

The drug and alcohol screening test requires a urine or saliva sample and/or a breathalyser. Redox uses on-site DipScan Home Drug Testing Kit and Alco-Screen Alcohol Saliva Test to administer the test. Redox may vary these testing methods and its testing procedures from time to time.

If the Carrier worker returns a negative test result (in respect of alcohol level to the extent it is permitted by law), he or she will generally return to his or her work role or assignment.

If the Carrier worker returns a positive test result (in respect of alcohol exceeding the level permitted by law), a confirmatory (second) test will be required; the affected Carrier worker will be required to accompany one of the Redox's representatives to the nearest medical centre facility for laboratory drug and alcohol screening test.

Until it is confirmed by a medical certificate that the affected Carrier worker is not affected by any drug or alcohol (in respect of alcohol to the extent it is permitted by law), the affected Carrier worker may not return to Redox's premises and continue his or her work role or assignment. On notification, the Carrier company must, within a reasonable time on the day of request, send a substitute worker (if such worker is a driver) to continue the work role of the affected Carrier worker or collect the Carrier vehicle and the affected worker. If the Carrier Company does not send a substitute worker as envisaged in this section, Redox may suspend or terminate and remove the Carrier from Redox's approved list of transport contractors.

If the affected Carrier worker returns a negative test result to a confirmatory (second) screening test as confirmed by a medical certificate, the worker will be allowed to return to Redox's premises and continue his or her work role or assignment.

While Redox does not have any testing facilities at its premises nor engages any drug and alcohol testing external contractors, the screening testing is available through public and private healthcare facilities in the areas in which Redox operates. Whilst Redox will pay the cost of the screening testing, the affected Carrier (as the affected worker's employer) is liable to meet the costs of any other treatment that is required after the test, including counselling.

### 5.24.1 Prescription Drugs and Non-Prescription Drugs

Despite the Carrier worker is being suspected to be under the influence of drug or alcohol, the Carrier worker may continue her or his work role or assignment if the Carrier worker if he or she produces a medical certificate that the worker takes a Prescription Drug or a Non-Prescription Drug in accordance with a medical doctor's prescription and a medical doctor has certified that the worker is fit to work in the relevant work role while taking the Prescription Drug or Non-Prescription Drug.

### 5.24.2 Liability and Indemnity

The Carrier acknowledges and agrees that Redox is not liable for any loss of income, profit, business interruption, business reputation, use of equipment, trade, or for any costs, claims, expenses, liabilities or damages which may be made against the Carrier or which the Carrier may sustain, pay or incur as a result of or in connection with this procedure. The Carrier agrees to

indemnify and keep indemnified Redox against any claim, suit, allegation demand, loss, liability or costs of whatever nature that may be brought against Redox or its officers or employees as a result of sections 5.24 and 5.24.1.

## 5.25 Non-Compliance with Road Transport Laws

If a Carrier or a driver that has breached any road transport law or any obligation under section 5.23 (or is suspected of breaching these laws), the following steps must be taken:

- a) The person who has witnessed the breach, or suspects a breach has occurred, must notify their supervisor, the Store Manager, the Road/Rail Freight Officer or the Distribution Manager.
- b) The Distribution Manager or Road/Rail Freight Officer must obtain all relevant information relating to the breach from the person making the report, a QP (quality problem raised on Redox's internal database) must then be raised and relevant fields completed.
- c) The Distribution Manager or Road/Rail Freight Officer will send an email or fax to the Carrier outlining the breach (or alleged breach) and ask them to provide a reason for the breach and actions which will be implemented to prevent the breach from occurring again.
- d) The Carrier will be given 7 days to provide a response to the email or fax, if they do not respond within that timeframe, the matter will be escalated to Redox's logistics manager who will send a follow up email to the Carrier and give another 7 days for response.
- e) Any documentation received back from the Carrier will be uploaded to a QP file.

If the response received from the Carrier or a driver is deemed by Redox as inadequate, the Carrier or a driver commit further breaches and if any of such breaches are considered 'significant' (the breach could result in loss of life or property), the Redox is at liberty to cancel any prior approval granted to the Carrier and refer the matter to the relevant statutory authorities (such as Worksafe, NHVR or the Police).

## 5.26 Safe Work Systems

Drivers and Carriers must at all times exercise all necessary precautions in respect of work, health and safety of all persons on any Redox's warehouse/site and all persons of the public affected by the Carrier's performance under this procedure.

The Drivers and Carrier must comply with all statutory requirements and directions by Redox in relation to WHS and Environmental matters at the consignee's or customer's site including ensuring that all persons employed or engaged by the Supplier.

## 5.27 Confidentiality Agreement

Redox requires each and every aspect of the dealing with this procedure to remain confidential at all times, including but not limited to the following:

- a) details of any goods which the Carrier handles on Redox's behalf;
- b) the identity and requirements of Redox's customer or consignee;
- c) details of deliveries and/or pick-ups;

d) The above mentioned matters and any communications relating thereto.

The above (confidential information) must not be divulged to any other party without Redox's prior written consent. The restrictions bind the Carrier, its drivers or any other agent acting on behalf of the Carrier during the terms of the agreement between Redox and the Carrier and for at least 12 months thereafter.

In the event the Carrier or any of its drivers breach this section 5.25, Redox reserves the right to unilaterally terminate the agreement between Redox and the Carrier, and in that event, Redox will hold the Carrier responsible for any loss and/or damage incurred as a consequence of such a breach.

## 6.0 Documentation

- 6.1 Form 2104 – Store Report (Transfers)
- 6.2 Form 2113 – Store Report
- 6.3 Form 2119 – Delivery Docket
- 6.4 Form 2120 – Delivery Receipt
- 6.5 Form 2157 – Transfer Docket
- 6.6 Form 2158 – Transfer Receipt
- 6.7 Form 2133 – Goods Return Docket

## 7.0 Procedure Responsibility

- 7.1 Refer Review/Approval Status.

## 8.0 Summary of Changes

- 8.1 07-Sep-99 Initial issue.
- 8.2 06-Feb-02 Complete Revision of most Sections.
- 8.3 21-May-02 Added ref to fax, e-mail or post in section 5.2.
- 8.4 23-Jul-02 Added 3.3, 4.5, 4.6, part 4 of 5.6, 5.18, removed 5.5 & 5.6.4 updated most sections.
- 8.5 19-May-03 Added 5.14 para 2, other minor edits.
- 8.6 03-Jun-03 Added 4.7 re safety clothing.
- 8.7 01-Sep-03 Review of most sections.
- 8.8 30-Aug-04 Added to 5.3. Amended 5.4 last para. Added Road/Rail Freight Officer in 5.6 last para. Renumbered from 5.3-5.18.
- 8.9 14-Sep-05 Added section 5.5; renumbered from 5.5-5.19.
- 8.10 08-May-07 Various amendments throughout procedure and removed revisions from section 8.0.
- 8.11 06-Jan-07 Amended 4.10 and added details in 5.9.
- 8.12 04-Jan-10 Amended Sections 3.1-3.5, Section 4.8, 5.2, 5.13, 5.16 and added Section 5.20 and renumbered 5.21.

8.13	28-Feb-14	Amended sections 5.9 and included section on 'Dangerous Goods Code and Regulations Compliance'
8.14	25-Jul-14	Amended procedure to include sections on Chain of Responsibility and Safe Work Systems (sections 5.1, 5.22 and 5.23).
8.15	04-Sep-14	Included section 5.23 on breaches to transport legislation.
8.16	24-Apr-15	Inclusion of section 5.21 and updated date format in Section 8.
8.17	07-May-15	Amended section 5.18 regarding Liability Insurance amount.
8.18	16-Mar-16	Major overhaul of procedure including addition of 5.22.1-5.22.3.
8.19	20-Jun-16	Fixed mark-up duplication error in Section 5.19 title.
8.20	16-Nov-16	Major re-write of procedure.