



FIREARMS & AMMUNITION

Definitions

1. The following definitions apply:

- 1.1. **Firearm** means the 'firearm' and/or 'weapon' (as those terms are defined under the *Weapons Act 1990* (Qld)) and, where the context permits, Ammunition.
- 1.2. **Ammunition** means any ammunition (as the term is defined under the *Weapons Act 1990* (Qld) and the *Explosives Act 1999* (Qld)), we store or transport for you.
- 1.3. **Adverse Event** occurs when we believe, acting reasonably, that you are not lawfully entitled to possess a firearm, including, without limitation:
 - 1.3.1. where a weapons licence is suspended, cancelled or revoked; and
 - 1.3.2. we have received a notice (or a copy of a notice) apparently issued by an Authorised Entity which we believe has the effect of limiting or restraining your right to possess a Firearm.
- 1.4. **Authorised Entity** means a state or federal government entity or Court.
- 1.5. **Fixed Storage** means a fixed term period of storage, being the period (if any) specified on the Firearm Transit & Storage Form, and any subsequent agreed fixed term periods of storage.
- 1.6. **Periodic Storage** means a storage period that continues on a month to month basis until terminated.
- 1.7. **Drop-off** means the return by us of a Firearm to you.
- 1.8. **Storage Agreement** or **Agreement** means this agreement which comprises the Firearm Transit & Storage Form and these Standard Conditions.
- 1.9. **Storage Term** means the period commencing on Commencement Date and expiring:
 - (a) for a Fixed Storage at the end of the period so specified in the Firearm Transit & Storage Form;
 - (b) for a Periodic Storage on the date determined in clause 23(b);
- 1.10. **Security Interest** means an interest in personal property (Firearms) provided for by a transaction (this Agreement) that, in substance, secures payment or performance of an obligation (without regard to the form of the transaction or the identity of the person who has title to the property), and as defined under the *Personal Property Securities Act 2009* (Cth).
- 1.11. **Firearm Transit & Storage Form** means the table on page 1 and 2 of this Agreement.
- 1.12. **Price List** refers to the Price List detailing the fees for our services.

1.13. **Property** means any property at which we attend to perform the pickup or drop-off service (excluding Police Pickup).

1.14. **Pickup** means a collection by us of any Firearm from you. A Pickup may be either a Regular Pickup or a Police Pickup

1.15. **Regular Pickup** means any Pickup that is not a Police Pickup.

1.16. **Police Pickup** means a Pickup at a police station or from an Authorised Entity.

1.17. **Pickup Date** refers to the pickup date specified in the Firearm Transit & Storage Form Table.

1.18. **we/us** means Lima Mike Trading Company Pty Ltd ACN 623 174 041 t/as Premium Firearms & Ammunition.

1.19. **You/customer** means the party or parties described as such in the Firearm Transit & Storage Form.

1.20. **Weapons Category** means the category of weapons as prescribed under the *Weapons Categories Regulation 1997* (Qld).

Our Agreement

2. **(Your Offer)** By submitting a signed Storage Agreement to us, you are making an offer to us for the storage by us of the Firearms for you and the delivery of specified additional services (if any) on the terms set out in these Standard Terms **(your offer)**. We may accept your offer orally, in writing, or by taking custody of your firearm. We are not obliged to store the Firearms for you or provide any additional services unless we accept your offer.
3. **(Your warranties)** You warrant that the information contained in the Firearm Transit & Storage Form is accurate. The individuals which sign the Storage Agreement warrant that they have the authority to bind the customer. If in any legal proceeding between us and the customer it is in issue whether the individuals which accepted our offer were authorised to bind the customers, such individuals must consent to:
 - 3.1. being joined as parties to the legal proceeding; and
 - 3.2. judgment in favour of us, if a court or tribunal determines that the individuals did not have the authority to bind the customer.

Pickup and Drop-off

4. **(Pickup)** The following rules relate to Pickups:

4.1. For a Regular Pickup:

- (a) Unless agreed otherwise, we will collect any Firearms from you at your address specified in the Firearm Transit & Storage Form;
- (b) subject to sub-clause 4.1(c) you must personally deliver possession of the Firearms to us at Pickup;

PREMIUM

FIREARMS & AMMUNITION

- (c) you may with our prior approval, which approval may be given or not given in our absolute discretion, collect the Firearms from someone other than you;
 - (d) at the time of Pickup, you or the person delivering the Firearms to us, must produce to us your original photographic identification, which identification must include, if you hold one, your current weapons licence [Note: we will securely store a copy of such identification];
- 4.2. we may refuse to collect any Firearm if you do not comply with your obligations in clause 4.1;
- 4.3. you warrant that any weapons licence you produce to us is your most current licence and has not been suspended or revoked;
5. **(Drop-off)** The following rules relate to Drop-offs:
- 5.1. Unless agreed otherwise, we will deliver any Firearms from you at your address specified in the Firearm Transit & Storage Form;
 - 5.2. You acknowledge that we may refuse to deliver possession of any Firearms to any person, including you, who does not hold a valid weapons licence entitling such person to possess the relevant category of firearm;
6. **(Pickup and Drop-off of Firearms)** The following rules relate to both Pickups and Drop-offs:
- 6.1. You warrant that you are authorised to grant us a licence to access the Property for the purposes of delivery or collection of Firearms and you grant us, our employees, contractors and agents a licence to do so.
 - 6.2. You must ensure that we have clear and safe access to the Property at the time of delivery or collection (including that dogs are restrained);
 - 6.3. you agree to release us from any liability in relation to any damage caused to your property (including for example marks on walls, chips or other property damage) or any injury suffered by any person during the pickup or drop-off of Firearms to, in or from the Property;
 - 6.4. if we do not complete a Pickup or Drop-off due to circumstances outside of our control, where we are entitled under this Agreement not to complete the Pickup or Drop-Off, or where you have not complied with your obligations under clauses 4, 5 or 6, you must still pay us for the attempted delivery/collection and we may charge you for further Pickup or Drop-Off fees (as the case may be) for future attempts to deliver or collect any Firearms.
 - 6.5. from time to time, we may form the view that the Pickup, Drop-off and any transportation of your Firearms occur under armed security service (this may be, for example, where we believe that there is a sufficiently large quantity of firearms). Where this occurs:
 - (a) you must pay us the additional costs for us to supply an armed security service; and
 - (b) we will endeavour notify you beforehand if we will be using an armed security service, and of the likely cost;
- 6.6. during the Term you may request that we temporarily or permanently return any one or more of your Firearms to you. You acknowledge that:
- (a) Pickup fees or Drop-off fees (as the case may be) are payable for each Pickup and Drop-off; and
 - (b) If we permanently return any of your Firearms you must pay all storage fees that would otherwise have been paid by you to the end of the Term and no refund is payable by us for any storage fees paid in advance.
- 6.7. we ordinarily expect to be in a position to complete a Pickup or Drop-off of Firearms to metropolitan areas on a minimum of 24 hours' notice. We will ordinarily provide you with a window of approximately 2 – 3 hours during which we anticipate completing a Pickup or Drop-off and endeavour to inform you if circumstances arise such we are unable to complete the Pickup or Drop-off during the nominated window of time.
- ### Firearms and Additional Services
7. **(Additional Information Required)** If we suspect that any Firearms are unregistered, we may require you to provide us with additional information or documentation to support your right to possess any of the Firearms. Such information or documentation may include information or documentation about prior owners of any Firearms, the circumstances in which Firearms came to be in your possession, or as required by the police or an Authorised Entity.
8. **(Storage of Firearms)** We agree to keep the Firearms in a reasonably clean and secure environment for the duration of the Storage Term. To the extent that we have agreed to perform additional services to maintain the Firearms, we will use reasonable care and skill to carry out our services. We are not liable for any damage to the Firearms where we have exercised reasonable care and skill in performing our services. We do not warrant that your weapons will not, particularly if stored for long periods of time, experience corrosion.
9. **(Adverse Event)** If an Adverse Event occurs, you agree that we have the right to withhold your Firearms and not transfer them back to you until such time as we believe we are lawfully entitled to return them to you. You must continue to pay Storage Fees during any period where we have withheld your Firearms from you.
10. **(Ammunition Storage)** If we have agreed to store ammunition, you must ensure the ammunition is properly packaged and sealed in compliant containers. We may refuse to store ammunition which is not properly packaged and in compliant containers. Unless we inform you otherwise, we do not store powder or primers. If you choose to surrender the ammunition at a later date, we may (at our

PREMIUM

FIREARMS & AMMUNITION

absolute discretion) impose a disposal fee. We are not permitted to re-sell any ammunition regardless of packaging or condition.

11. **(Delivery to a third party)** Queensland laws prohibit us from delivering to a third party, except where:

- (a) a transfer Permit to Acquire (**PTA**) has been brokered by us;
- (b) you surrender the firearm to us for sale on consignment sale the third Party has a valid PTA for acquisition from our Dealer License;
- (c) the third party is a dealer/armourer (including interstate or overseas), the Queensland Police Service, Australian Federal Police, or Customs and Border Protection (Border Force), save where special permission is obtained in writing and delivered to us from Queensland Police Service Weapons Licensing Branch (for example, where the registered owner has become deceased whilst the firearms are in storage).

We may, in our absolute discretion, arrange courier transportation of Firearms to a third party. Where we agree to organise third party delivery, you acknowledge that you must pay us the costs to do so.

12. **(Firearms)** You must inform us of any special or unusual characteristics of your Firearms (e.g. any unusual or sensitive materials used in construction, any fragile members of the Firearms) and any particular storage and cleaning requirements you have the Firearms. Where you have purchased additional services from us, it is your responsibility to verify whether such services are appropriate for your Firearms. Unless we expressly agree in writing, we are not obliged to make any adjustments to our usual storage facilities or to our additional services to account for your particular Firearms. Where we agree to make adjustments, you must pay us additional Storage Fees and/or additional service charges relative to such adjustments.

Fees and charges

13. **(Charges for Storage and Services)**

- (a) You must pay us the fees and charges for storage, Pickup, Drop-Off of Firearms specified in the Price List.
- (b) To the extent you have indicated on the Firearm Transit & Storage Form your desire for us to provide optional additional services, you must pay us for such additional services in the amounts specified in the Firearm Transit & Storage Form.
- (c) We periodically review our fees and charges. We will not increase our storage, Pickup or Drop-off fees and charges during a fixed term Storage period. We may otherwise vary our fees and charges by giving you at least one month's notice.

14. **(Payment)** You must pay us all monies due to us at the following times:

- (a) If the time for payment is specified in the Firearm Transit & Storage Form, at that time;
- (b) where no time is specified in the Firearm Transit & Storage Form, in advance of us delivering the relevant service (e.g. for a fixed Storage Term, you must pay us the Storage Fees in advance for the whole Term; for a periodic Storage Term, you must pay us monthly in advance);
- (c) in an other case, when we demand.

15. **(Direct Debit)** We may require you to sign a direct debit payment authority authorising payments due to us.

16. **(Late Payment Fee)** If any do not pay any monies within 14 days of the due date, you must pay us a late payment fee of \$12.50 per firearm, to a maximum of \$125 per month.

17. **(Recovery Costs)** You agree to pay all costs and expenses (including legal fees on an indemnity basis) that we incur to recover or attempt to recover of any monies that you owe to us.

18. **(Interest)** You must pay interest at the rate of 15 percent p.a. on any monies you owe to us (including late payment fees) from the date when payment was due until the date of payment.

Storage Lien and Additional Security

19. **(Storage Lien)** You acknowledge that we will hold a statutory interest in the Firearms under the *Storage Liens Act 1973* (Qld), which includes a right, in certain circumstances, to sell the Firearms at public auction to recover monies due and owing to us. Where we exercise any rights under the *Storage Liens Act 1973* (Qld), you agree that our reasonable costs include:

- (a) the sum of \$200 to place the required public advertisement; and
- (b) \$500 to engage an auctioneer to hold a public auction.

20. **(Security Interest)** In addition to the statutory lien, you grant us a Security Interest in the firearms as security for your obligations under this Storage Agreement. The following rules apply to our security interest

- (a) **(PPSA Notices)** We are not obliged to give any notice under the *Personal Property Securities Act 2009* (Cth) (**PPSA**) unless notice is required under the PPSA and cannot be excluded.
- (b) **(Contracting out of PPSA provisions)** To the extent that Chapter 4 of the PPSA would otherwise apply to enforcement by us in relation to any Security Interest, you and we agree that the following provisions of the PPSA are excluded:
 - sections 115(1), 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA; and
 - to the extent permitted by section 115(7) of the PPSA: sections 129(2) and (3), 132, 133(1)(b) (as it relates to our Security Interest), 134(2), 135, 136(3), (4) and (5) and 137.



FIREARMS & AMMUNITION

Term and Termination

Liability

21. **(Loss or damage)** You agree that you have no claim against us for any loss or damage arising out of or associated with:

- (a) any failure to complete a Pickup or Drop-off within the timeframe or timeframes agreed;
- (b) any unauthorised disclosure of your personal information, including, but not limited to, cyber-attacks, hacking, theft and ransomware;
- (c) any damage to Firearms caused during transit from the place of Pickup or Drop-off;
- (d) any damage to your Firearms where you have failed to comply with your obligations at clause 12 (including to notify of special or unusual characteristics of Firearm);
- (e) any claim for damage to your Firearms you believe was sustained during any period storage unless you have notified us of such damage within 24 hours of the time of Drop-Off (to avoid any doubt, our liability is further limited by clause 22 below);
- (f) loss or damage that is not ordinarily insurable, including without limitation, loss or damage caused by an act of war or by reason of nuclear fallout.
- (g) any consequential loss (including loss of profits, costs associated to participate in any competition or event).

22. We warrant that we hold insurances for damage caused to property by fire or theft. We estimate that such insurance is sufficient only to cover approximately \$300 per Firearm destroyed by fire or theft. You agree that our liability to you for any damage or destruction of any one Firearm is limited to the sum of \$300. We recommend and it is your responsibility to purchase your own additional insurance for any Firearms you store with us for their full replacement value. For any claim not related to the damage or destruction of your Firearms and not otherwise excluded at clause 21, you agree that our liability is limited to (at our election):

- (a) the amount you have paid to us for our services;
- (b) the redelivery of any service.

23. (Term)

- (a) At the end of a Fixed Storage term, unless you request us to Drop-Off your Firearms to us, the storage of your Firearms will automatically convert to a Periodic Storage (month to month). You must pay for such Periodic Storage at rate applicable at the relevant time.
- (b) A Periodic Storage may be terminated by you at any time by notice to us in writing. You must pay for the entire month in which you give us such notice and no refund is payable by us.

24. **(Termination by us)** We may terminate this Storage Agreement by notice in writing to you if:

- (a) you do not comply with your obligations under this Storage Agreement (including any obligation to pay any monies to us);
- (b) we suspect you are using our services for illegal or illegitimate purposes.

General Conditions

25. **(Jurisdiction)** This Storage Agreement shall be governed by and construed in accordance with the laws of Queensland and the parties hereby submit to the exclusive jurisdiction of Queensland courts and any courts which have jurisdiction to hear appeals from any of those courts.

26. **(Severance)** The parties agree that any illegal or unenforceable provision will be severed from this Storage Agreement and will not affect the continued operation of the remaining provisions.

27. **(Force Majeure)** Each party hereby releases the other from any claim, liability or responsibility pursuant to this Storage Agreement concerning the other party's failure to perform any obligation where such failure is due to strike, lockout, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement or any other cause beyond the control of the other party and no such failure shall entitle a party to terminate this Storage Agreement.

28. **(Electronic transactions)** The parties agree that this Storage Agreement may be entered into electronically. Electronic signatures are permissible. To avoid any doubt, a typed name in an email will constitute a sufficient electronic signature. Notices sent by email are sufficient.