Chain of Responsibility (COR) and Transport Safety Compliance Warranties
Warehouse Customer - Third Party Nominated Carriers

1. **Acknowledgement of Statutory Roles**
   The Customer acting as **Consignor** acknowledges and agrees that FCN Operations Pty Ltd (FCN) (ABN 86 620 046 657) as Warehouse Operator, operates its premises as **Loading Manager** under the **Heavy Vehicle National Law** (HVNL). The parties agree that Primary Duties under the HVNL are non-delegable and cannot be commercially contracted out or waived.

2. **Customer Warranties**
   When you choose, hire, or instruct a third-party transport operator (your **Nominated Carrier**) to enter FCN premises, you guarantee that you have checked their compliance with the Heavy Vehicle National Law (HVNL)**.** Specifically, you confirm that you have verified that your Nominated Carrier has the following in place:
   - Safety Management: A Safety Management System that fully complies with the HVNL.
   - Driver Training: Competency programs covering safe driving, load restraint, load distribution, axle weight limits, and Chain of Responsibility (CoR) duties.
   - Health & Safety: Clear fitness-to-drive policies and procedures.
   - Fatigue Management: Processes to manage driver fatigue, including safe task and trip scheduling.
   - Vehicle Maintenance: Systems for pre-start vehicle inspections, defect reporting, and routine scheduled maintenance.
   - Mass Management: Procedures to ensure vehicles stay within legal weight limits

3. **FCN's Right of Site Access Screening**
   Notwithstanding any commercial warranty provided under Clause 2, FCN reserves the absolute right to control access to its premises to discharge its statutory duties. The Customer agrees that:
   - All Nominated Carriers must comply with the FCN's site safety rules, accept lawful instructions and will complete the FCN Site Access Form online prior to arrival onsite https://forms.office.com/r/WEEm1SReVR
   - FCN has the right to, by questioning, by observation or electronic means screen the driver for signs of fatigue, impending work/rest hour breaches and or for drugs and alcohol.
   - Warehouse staff have the right to inspect the Nominated Carrier's vehicle and any existing less-than-truckload (LTL) third-party freight prior to loading, to ensure mass, dimension, and load-stability compliance.

4. **Right of Refusal to Load**
   If, in the reasonable opinion of FCN, a Nominated Carrier or its driver fails the FCN Site Access checks, or poses an active CoR safety risk including but not limited to:
   - Visible, reasonable suspicion of or self-declared by driver of being fatigued or affected by drugs and or alcohol
   - FCN has reasonable concerns about the roadworthiness of the Nominated Carriers vehicle.
   - Insufficient legal driving hours remaining to complete the intended transit
   - Unsecured, unstable, or non-compliant any existing less than full load freight on the vehicle and or
   - Inadequate or damaged load restraint equipment.

   FCN holds an absolute right to refuse loading. In such events, FCN will issue a Notice of CoR Non-Compliance to the Customer, outlying the grounds for refusal.

5. **Indemnity**
   Where FCN exercises its Right to Refuse Loading under Clause 4:
   - FCN shall not be liable to the Customer for any resulting delivery delays, missed transit windows, demurrage, or consequential financial losses
   - The Customer shall indemnify and hold FCN harmless against any claims, costs, or damages arising from the Nominated Carrier's failure to safely clear the site
   - The Customer remains liable for any standard warehouse storage or handling fees incurred due to the delayed dispatch of the affected consignment.

6. **FCN Trading Conditions**
   To be read in conjunction with FCN Trading Conditions. FCN Trading Conditions



Dale Ellis

General Manager, FCN Group

8/11/26