

The Customer's attention is drawn to these standard trading conditions, which exclude or limit the Company's liability and may require the Customer to indemnify the Company in certain circumstances.

All business undertaken by the Company is subject to these standard trading conditions and the terms and conditions of any Transport Document issued by the Company or a Carrier for Services supplied to the Customer. In the event of any inconsistency between these standard trading conditions and the terms and conditions of a Transport Document, these terms and conditions shall apply to the extent of the inconsistency. The use of the Customer's own forms does not affect these standard trading conditions which shall prevail, to the extent of any inconsistency. Use of the Services constitutes an acceptance of these standard trading conditions by the Customer.

1. Definitions

"Carrier" means the actual carrier engaged to carry the Goods and includes warehousemen.

"Company" means Air Menzies International (Aust) Pty Limited (ACN 003 227 914) its servants, agents and subcontractors and includes any or all companies related to any subsidiary of the foregoing.

"Container" means any container, trailer, transportable tank, flat, pallet or other packaging or article used to carry, consolidate, store or package the Goods.

"Customer" means the person acquiring Services from the Company and includes the shipper, consignee, receiver, owner or bailor of the Goods.

"Dangerous Goods" means Goods which are in fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to their Container, other Goods or to any persons or animals, or property.

"Goods" means the whole and any part of the chattels, articles and things tendered under this agreement by the Customer and includes the Container of the Goods.

"GST" means the goods and services tax imposed by or under a GST Law.

"GST Law" means the same as in the A New Tax System (Goods and Services Tax) Act (Cth) 1999.

"GST Rate" means the rate of GST under the GST Law.

"Invoice" means a tax invoice under the GST Law.

"Person" includes corporation, firm or other entity.

"Services" means all services supplied by the Company to the Customer (whether gratuitously or not) and includes but is not limited to any advice or information, carriage, storage, lifting, packing, warehousing, handling, installation, removal, assembly, consolidation, insurance of the Goods, breakbulk, import and export services, customs clearance and arranging provision of these Services by a third party.

"Supply" means the same as in the GST Law.

"Taxable Supply" has the meaning given to it in Clause 10.(1) of these standard trading conditions.

"Transport Document" means any house or main air waybill, bill of lading, seawaybill, warehouse receipt, consignment note, contract of carriage, ships delivery order or other document issued by the Company, Carrier or a third party providing Services in respect of the Goods.

2. Not a Common Carrier

The Company carries on business as a customs and forwarding agent and wholesale freight forwarder and is not the actual carrier unless the Goods are carried on an aircraft, ship or other conveyance owned or operated by the Company, and the obligations of the Company are limited to arranging carriage of the Goods by a Person or Carrier. The Goods are carried at the Customer's risk and the Customer authorises the Company to act as its agent to enter into the terms and conditions in a Transport Document on behalf of the Customer. The Company is not a common carrier and will accept no liability as such, and may refuse at its sole and absolute discretion to supply its Services without assigning any reason. The Company will not accept bullion, coins, precious stones, jewellery, valuables, antiques, pictures, works of art, precious metals, livestock, or plants except by prior written agreement.

3. Variation of Contract

The Company shall not be bound by any agreement purporting to vary these standard trading conditions unless the agreement is in writing and signed on behalf of the Company by one of its directors.

4. Regulations Relating to Goods

The Customer shall comply with the requirements of any applicable law relating to the nature, condition and packaging of the Goods and the expenses and charges of the Company in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation shall be paid by the Customer and the Customer shall provide to the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders or requirements.

5. Dangerous Goods

- (1) The Customer shall not tender any Dangerous Goods for carriage or storage without presenting to the Company a full description thereof and giving such notice of intention to ship or bail Dangerous Goods and comply with any applicable laws, regulations or requirements. If any Goods are, in the opinion of the Company, liable to become of a dangerous, inflammable or damaging in nature, they may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to the Company's right to freight and charges.
- (2) Whether or not the Customer was aware of the nature of the Goods, the Customer shall indemnify the Company against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this clause.

6. Methods and Route of Transportation

- (1) Pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place at the sole discretion of the Company at the Customer's risk and expense.
- (2) The Company may at any time and without notice to the Customer:
 - (a) use any means of transport or storage whatsoever;
 - (b) transfer the Goods from one conveyance to another including transshipment;
 - (c) unpack and remove Goods which have been stowed in a container and forward the same in a container or otherwise;
 - (d) proceed by any route in its discretion;
 - (e) load or unload the Goods at any place and store the Goods at any such place;
 - (f) comply with any orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

7. Delivery

- (1) If delivery of the Goods or parts thereof is not taken by the Customer at the time and place when and where the Company is entitled to call upon the Customer to take delivery thereof, the Company shall be entitled without notice to unstow the Goods if stowed in Containers or to store the Goods at the sole risk of the Customer. Such storage shall constitute delivery, and the liability of the Company in respect of the Goods shall wholly cease and the cost of such storage shall be payable by the Customer.
- (2) If the Customer fails to take delivery of the Goods within 30 days of its becoming due under sub-clause 7(1) or if in the opinion of the Company they are likely to deteriorate, decay, become worthless or incur any charges in excess of their value or if the Goods are insufficiently addressed marked or not identifiable, the Company may without prejudice to any rights which it may have against the Customer, without notice and without any responsibility, sell or dispose of the Goods and apply any proceeds in reduction of any sums due to the Company from the Customer.

8. Declaration of Value

The Company will not declare the value of the Goods in a Transport Document unless instructed to do so in writing by the Customer.

9. Quotations, Freight & Charges

- (1) Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If any changes occur in the rates of freight or other charges applicable to the Goods, quotations and charges shall be subject to revision accordingly with or without notice.
- (2) Freight and storage charges are earned upon receipt of the Goods by the Company or a Carrier and payable upon delivery of the Goods or the date that the Goods ought to have been delivered, whether or not the Goods are lost or damaged. The Company may charge freight or storage by weight, measurement or value, and may at any time reassess the Goods and charge additional freight or storage charges accordingly.

- (3) Where a Customer gives special instructions that the Company's charges are to be paid by a third party it shall be liable to pay those charges if the third party does not pay the Company within 7 days of delivery, tendered delivery or when the Goods should have been delivered.
- (4) The Customer shall pay the Company for Services in accordance with the Company's tariff and charges in force from time to time or as agreed. If any moneys due to the Company for services are unpaid after 14 days from the date of invoice, the Company may, at its discretion, charge the Customer interest at the rate of 1.5% per month.
- (5) Charges for the Services may, at the absolute discretion of the Company, be quoted in the currency of origin based on the higher of mass, volume or value.
- (6) Collect freight charges may be converted into the currency of destination at exchange rates set by the Company in its absolute discretion.

10. GST

- (1) Clause 10 applies if the Company is or may become liable to pay GST in relation to any Supply under these Conditions (a "Taxable Supply"). A Taxable Supply may comprise the whole or any part of the Services.
- (2) Unless otherwise stated, all charges quoted by the Company are exclusive of GST. In addition to such charges, the Customer must pay to the Company GST on a Taxable Supply of an amount equal to the Company's GST exclusive charge for the Taxable Supply multiplied by the GST Rate. GST shall be payable by the Customer without any deduction or set off for any other amount at the same time as the Company's GST exclusive charge is payable. In all other respects, GST shall be payable by the Customer to the Company upon the same basis as the Company's GST exclusive charge is payable under these Conditions.
- (3) The Company must issue an Invoice to the Customer for the amount of GST referable to a Taxable Supply. The Company must include in such Invoice such particulars as are required by the GST Law in order that the Customer may obtain an input tax credit for the amount of GST payable on the Taxable Supply.
- (4) If the Customer makes default in the payment on the due date of any GST payable pursuant to Clause 10 or pursuant to any GST Law, then without prejudice to any other remedies of the Company, the Customer shall pay to the Company upon demand the GST payable and an amount equal to the amount of any damages, penalty, interest or additional GST that may become payable by the Company arising out of the default of the Customer.

11. Advances of Duties and Expenses and Customs Entry

The Customer authorises the Company to advance on behalf of the Customer, any duties, GST, taxes, charges or other disbursements in respect of the Goods. The Company has no obligation to advance any such amounts on behalf of the Customer and will only do so in its absolute discretion. If it is necessary to make customs entry of Goods at any place, the Goods shall be deemed to be consigned at that place to the Customer, the Carrier or any person the Carrier designates as customs consignee.

12. Lien

The Company may exercise a lien over the Goods and/or Transport documents which are in its possession or control for payment for Services and any amounts owed to the Company. The Company shall be entitled to sell the Goods by auction or otherwise at the sole discretion of the Company following seven days' written notice to the Customer. The Company shall account to the Customer for any balance of funds after deducting amounts due and owing together with all charges and expenses of the detention and sale. The sale shall not prejudice the right of the Company to recover any further amounts due and owing to it.

13. Brokerage and Commissions

The Company is entitled to and may retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to customs, shipping and forwarding agents and insurance brokers, whether declared or otherwise, and no such brokerage, commission, allowance of other remunerations shall be payable to the Customer.

14. Claims Handling

The Customer agrees that the Company is not obliged to advise or assist the Customer or any other party to prepare or make a claim against a Carrier, and accepts no liability for any loss or damage whatsoever, however caused. The Company may provide advice or assistance in the handling of claims at the request of the Customer and may charge the Customer for doing so.

15. Warranties

- (1) The Customer expressly warrants that it is the owner or the authorised agent of the Person owning or having in interest in the Goods and accepts these standard trading conditions on its own behalf and also as agent for the Person owning or having in interest in the Goods, provided always that the Customer will only be deemed to have entered into this contract as agent if the identity of the Customer's principal is disclosed to the Company in writing prior to the Customer and the Company entering into this contract. The Customer indemnifies and shall keep the Company indemnified against all claims by any other Person for any loss or damage whatsoever arising out of or incidental to or in connection with the Services provided by the Company.
- (2) The Customer warrants that no claim or allegation will be made against the Company by any Person (other than the Customer or the Customer's disclosed principal) who is or may subsequently be interested in the Goods or part of them or the Services and the Customer undertakes to indemnify the Company in respect of any liability whatsoever and howsoever arising including but not limited to liability arising from negligence or breach of contract, whether fundamental or otherwise, or wilful act or default of the company or others) in respect of any such claim or allegation.
- (3) The Customer warrants that all information provided by it to the Company in connection with the Goods is accurate and adequate and indemnifies the Company against all loss, damage, fees and expenses arising or resulting from any inaccuracies or inadequacy in that information.

16. Exclusion of Liability

- (1) The Company shall in no circumstances whatsoever or howsoever arising (including negligence or wilful default) be liable for direct, indirect or consequential loss or damage. Without limiting the generality of the foregoing, this exclusion extends to any claim against the Company in respect of loss or damage or delay, injury or death, or payment of any charge, fine, penalty, sales tax or duty whether the claim be founded in contract, bailment, statute or tort.
- (2) In all cases where liability has not been effectively excluded, whether by this agreement or by statute, convention or otherwise, the total liability of the Company for any loss or damage is limited to the lesser of:
 - (a) A\$20.00;
 - (b) the replacement of the Goods or the supply of equivalent Goods;
 - (c) the repair of the Goods;
 - (d) the payment of the cost of replacing the Goods or of acquiring equivalent Goods;
 - (e) the supplying of the Services again; or
 - (f) the payment of the cost of having the Services supplied again.
- (3) For air carriage to and from the United States, the Company's liability is limited to 17 Special Drawing Rights per kilogram of Goods lost, damaged or delayed.

17. Indemnity

The Customer shall indemnify the Company from all claims for loss or damage, injury or death, customs duty, excise duty, costs, fines or penalties which the Company is or becomes liable to pay for any reason whatsoever in respect of the Goods or Services whether or not such liability is due to the negligence or wilful default of the Company.

18. Sub-Contracting & Indemnity

- (1) The Company shall be entitled to sub-contract on any terms the whole or any part of the Services. The Customer shall be bound by such terms and shall indemnify the Company against any claims arising out of their acceptance.
- (2) Any Person or Carrier providing the Services (other than the Company) shall have the benefit of these provisions as if they were expressly for his benefit, and in entering into this agreement, the Company does so as agent and trustee for such Person or Carrier.
- (3) If the Company subcontracts the whole or any part of the Services to a Person or Carrier, the Services provided by the Company are also subject to the terms and conditions of the contract between the Company and that other Person and the Company shall have the benefit of all provisions benefiting that other Person as if those provisions were expressly for the benefit of the Company. In the event of and to the extent of any inconsistency between these standard trading conditions and the terms and conditions of the contract between the Company and the other Person or Carrier, these standard trading conditions shall apply.

19. Notice of Loss

Any claim for loss or damage must be notified in writing to the Company within 7 days of delivery of the Goods or the date upon which the Goods should have been delivered, failing which the Company shall be discharged of all liability whatsoever howsoever arising.

20. Time Bar

The Company shall be discharged from all liability unless suit is filed and served on the Company within 9 months after completion of the Services, delivery of the Goods or the date when the Goods should have been delivered, whichever is the earlier.

21. Contrary Legislation

These standard trading conditions are to be read subject to relevant statutory provisions having effect in Australia which by law cannot be excluded, restricted or modified. Any such term or condition of these standard trading conditions which is inconsistent with or repugnant to that legislation shall be null and void to the extent (but no further) of such inconsistency or repugnance.

22. Severability

Each term or condition of these standard trading conditions is severable from the other, and if for any reason a term or condition is invalid or unenforceable it shall not prejudice or affect the validity or enforceability of any other term or condition.

23. Law and Jurisdiction

These standard trading conditions are governed by and shall be construed in accordance with the laws of the State of the New South Wales, Australia, and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

Standard Trading Conditions received by:

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(Name printed)

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(Signature)

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(Company Name)

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(Date received)