

STANDARD TRADING CONDITIONS

Application of Conditions

1. In this contract-

"Company" shall mean **Associated Customs & Forwarding Services Trust** (ABN 15 409 278 410), as Trustee for **Associated Customs & Forwarding Services Pty Ltd (ACF)** (ABN 79 103 098 577) their employees, servants and agents.

"Customer" shall mean the shipper, consignee, the receiver, consignee, the owner of the Goods, the bail or of the Goods or the person for whom any other Services are performed.

"Carrier" includes all carriers and all other persons and companies that carry or undertake to carry the goods which are subject hereof.

"Goods" shall mean the chattels, articles or things tendered for carriage or bailment or other services by the Customer and shall include the container or containers, unit load devices or other packaging containing the same and any pallet or pallets delivered with the same to the Company.

"Services" shall mean the carriage, transport, movement, storage, customs clearance and/or any other service performed or arranged by the Company pursuant to, or ancillary to, this contract with the Customer.

"Dangerous goods" shall mean such of the goods as shall be, or become, in fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to other goods or to any person or animals or to any thing in which those goods are carried or stored.

"Valuables" shall mean bullion, coins, precious stones, jewellery, antiques, or works of art.

"Perishable goods" shall mean such of the Goods as shall be in fact or law liable to deteriorate in quality and/or value and shall include, but not be limited to, fruits, vegetables, dairy products, meat, etc.

"Subcontractor" shall mean and include-

(i) any other person, firm or company with whom the Company may arrange to effect any Service in respect of Goods which are the subject of this contract.

(ii) any person, firm or company which is now or hereafter a servant, agent, employee or subcontractor of any of the persons or entities referred to in (i) above.

Words importing the singular will include the plural and vice versa and words importing any gender will include all genders and words importing a person will include firm and corporation where appropriate.

Not a Common Carrier

2. The Company is not a common carrier and accepts no liability as such. Services are performed by the Company subject only to these conditions of contract which constitute the entire agreement between the Company and the Customer. No person has the authority of the Company to waive or vary these conditions and the Company reserves the right to refuse at its sole discretion the carriage of Goods for any customer or any other Service whether before or after the carriage or Service has commenced and further reserves the right to open and inspect all Goods at its discretion and at the Customer's expense.

Agency and Subcontracting

3.(a) Subject to and in accordance with the terms and conditions and instructions contained in this contract, the Company agrees and the Customer hereby employs and authorises the Company, as agent for the Customer, to contract either in its own name as principal or as agent with any Subcontractor for the performance of any Service to be performed by the Company pursuant to, or ancillary to, this contract. Any such contract may be made on the terms of contract used by the Subcontractor with whom the Company may contract for such Service and may be made upon the terms and subject to the conditions of any special contract which the Subcontractor may in any particular case require, including in every case any term that the Subcontractor may employ any person, firm or company for performance of the Service.

(b) The Company may, and is hereby expressly authorised by the Customer, to delegate its authority hereunder to contract for the performance of any Service in respect of the Goods to such other Subcontractor as it may think fit and if it thinks fit may, and is hereby expressly authorised by the Customer, to constitute the relation of principal and agent between the Customer and such Subcontractor for the purpose of contracting for such Service.

Warranties by the Customer

4.(a) The Customer warrants that the person delivering the goods to the Company is authorised to sign the Customer's letter of instruction or waybill which includes these conditions and warrants that he has the authority of the person owning or having an interest in the goods or any part thereof. Without prejudice to the foregoing warranty, the Customer undertakes to indemnify the Company in respect of any liability whatsoever in respect of the goods to any person who claims to have, has or may after have an interest in the goods or any part thereof.

(b) The customer warrants the accuracy of all markings and brandings of the goods, descriptions, values and other particulars furnished to the company for carriage, customs, consular and any other purposes, including any declarations made by the Customer and/or its agents as to the weight of the container and it's cargo, and undertakes to indemnify the company against all, loss, damage, expenses, fines arising from any inaccuracy or omission in this respect.

The Customer warrants that the performance of any Service provided or arranged by the Company to effect the instructions of the Customer in respect of the Goods shall not be a breach of any law.

Limitation and Exclusion of Liability

5.(a) The value of the Goods will not be declared so as to extend the Company's liability as provided for in this contract or under any other mandatory applicable law (including the Carriage of Goods by Sea Act (Cth)1991 or the Civil Aviation (Carriers Liability) Act (Cth)1959 or any of the international conventions referred to therein or otherwise compulsorily applicable) except on express written instructions given by the Customer to the Company.

(b) In all other cases where there is a choice of rates according to the extent of liability assumed by the Company, Carrier, warehouseman and/or others, no declaration will be made for the purpose of extending liability and the Goods will be forwarded or dealt with at the Customer's or owner's risk unless express written instructions to the contrary are given by the Customer.

(c) In all cases where liability has not been excluded or limited by this agreement or by mandatory applicable statute, convention or law, the liability of the Company is limited to the lesser of-

(i) AUD\$100.00.

(ii) the value of the goods the subject of the agreement at the time the goods were received by the Company; and

(iii) in the case of a breach of warranty under the Trade Practices Act 1974 (Cth), the payment of the cost of having the service supplied again.

(d) Subject to the terms and conditions in this contract, the company shall not be liable for any loss or damage suffered by the customer or any other person howsoever caused or arising, including fines or infringements whether caused by the negligence and/or recklessness and/or, willful misconduct of the company's servants, agents, employees, subcontractors or otherwise, nor from any loss or damage including fines and infringements resulting from or attributable to any quotation, statement, representation, declarations or information, oral or written, made or given on behalf of the company or its servants, agents employees or subcontractors as the classification of, liability for, amount, weight, scale, or rate of customs duty, excise duty or other impost or tax applicable to any goods in carriage or subject of any Service.

(e) Without limiting the generality of the foregoing, the Company shall not be liable for any loss or damage suffered by the Customer or any other person as a result of a failure or inability of the Company or the Carrier to collect or receive C.O.D. payments from any consignees or their agents whether caused by the negligence of the Company's servants, agents, employees, subcontractors or otherwise.

(f) It is hereby agreed between the Customer and the Company that the Customer's right to compensation for any claim for loss or damage will only be maintained provided the following is strictly adhered to:

(i) Any claim for damage to Goods must be lodged in writing to the Company within 7 days of delivery of the Goods;

(ii) Any claim for loss/non-delivery of Goods must be notified in writing to the Company within 90 days from the date the Goods are placed with the Company;

(iii) Any rights to damage against the Company shall be extinguished unless action is brought within 9 months after the completion of the Services, delivery of the Goods or the date the Goods should have been delivered, whichever date occurs first.

(g) It is specifically agreed that all rights, immunities and limitations of liability granted to the Company by the provisions set forth in this Contract shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or any condition hereof by the Company.

Warehousing

6. Pending forwarding, the Goods may at any time be warehoused or otherwise held at any place or at any time be removed from any place at which they may be warehoused or otherwise held to any other place to be warehoused or otherwise held at the sole discretion of the Company and in every case at the Customer's risk and expense as a charge or charges of and incidental to or in connection with the carriage of the Goods hereunder.

Customer's Indemnity

7.(a) The customer shall indemnify the company in respect of any claim, loss, damage, payment, fine, expense, duty, tax, impost or other outlay whatsoever arising directly or indirectly from any service arranged or performed or weight declaration made by the company in respect of the goods and/or in respect of any such cost incurred as a result in any breach of the terms, conditions or warranties in this contract by the customer.

(b) Without limiting the generality of the foregoing, the Customer shall remain responsible to the Company for all charges (C.O.D. or otherwise) paid by the Company to any of its agents or Subcontractors which are not subsequently paid to the Company by the consignee.

(c) The Customer shall indemnify the Company in respect of any loss or damage arising from any inherent defect, quality or vice of the Goods.

(d) The Customer hereby exempts the Company from all or any liability in respect of any indirect or consequential loss or damage arising from the Services performed in respect of the Goods including loss of market, loss of profit or loss of contracts howsoever caused.

Insurance

8. The liability of the Company is defined and limited to an amount stated for specified loss and damage. Customers are therefore advised to seek their own insurance cover generally. No insurance will be effected by the Company except on express instructions in writing from the Customer and any insurances so effected will be subject to the usual exceptions and conditions of policies of the insurance company or underwriters taking the risk and the Company shall not be under any obligation to effect separate insurance on each consignment but may declare it on any general policy. Should such insurers dispute liability for any reason, the Customer as insured shall have no recourse against the Company whatsoever and any recourse by the Customer shall be against the insurers.

Subcontractors

9. The Company and any Subcontractor shall be entitled to subcontract on any terms the whole or any part of the Services and any exemption, limitation, condition herein contained and every right, exemption from liability, defence and immunity applicable to the Company or to which the Company is entitled shall be available and extend to protect all Subcontractors, every agent or servant of the Company, every other person by whom the carriage or Services or any part thereof is performed and all persons who are or may be vicariously liable for the acts or omissions of any of the persons other than the Company mentioned herein. Similarly, every right, exemption from liability, defence and/or immunity applicable to any Subcontractor shall be available and extend to protect the Company. Throughout the term of the contract, the Company shall be deemed to be acting as agent or servant on behalf of all such persons who shall to this extent be deemed to be the parties to this contract.

Quotations

10. Quotations for the Services are made on an immediate acceptance basis and are subject to withdrawal or revision without notice at the Company's discretion.

Routes and Procedures

11. Subject to the express written instructions of the Customer, the Company reserves the right to choose or vary the means, route and procedure to be followed in respect of the Carriage or the Services performed in respect of the Goods. The Customer hereby authorises the Company to complete the Carriage or Services with reasonable dispatch and to substitute alternate carriers or Service providers without notice to the Customer and with due regard to the interests of the Customer substitute other means of transport or Service.

Brokerage and Commission

12. The Customer agrees that the Company is entitled to retain all allowances, brokerages and commissions paid by shipping and forwarding agents, insurance brokers, airlines and any other persons with whom the Company deals pursuant to this agreement.

Payment of Duties

13. The Customer authorises the Company, but with no obligation on the part of the Company, to advance any duties, taxes, imposts, outlays or charges at any port or place in respect of the Goods and the shipper, owner and consignee shall be jointly and severally liable for the reimbursement of such disbursements and for payment of any fine, expense, loss or damage incurred by the Company in connection therewith.

Responsibility for Charges

14.(a) The Customer shall remain responsible to the Company for all charges incurred for any reason for the Services performed in respect of the Goods and such charges shall be deemed fully earned as soon as the Goods are loaded and dispatched from the Customer's premises or otherwise delivered by the Customer to the Company and shall be immediately payable and non-refundable.

(b) The Customer agrees that it shall not defer or withhold payment or deduct any amount from the account of the Company by reason of any claim it alleges against the Company.

(c) The Customer agrees all disbursements paid by the company on behalf of the Customer shall be paid immediately by the Customer on receipt of the Company's invoice for such disbursements.

(d) The Customer agrees all service and/or goods charges supplied by the Company to the Customer, shall be on a strictly net thirty days basis, from the date of supply of such services, and/or goods, to the Customer.

(e) All outstanding amounts owed to the Company by the Customer, not being received by the Company within the terms of Clauses 14(c) and 14 (d) of these Trading Conditions, may, at the Company's option, attract interest charges at not less than the published Benchmark rate of the Westpac Bank at that time.

Lien

15. The Company shall have a particular and general lien on the goods or cargo of the Customer and any documents relating thereto and on any other goods or cargo of the Customer in the possession of the Company or any documents relating thereto and on any other goods or cargo of the Customer which may come into the possession of the Company or any documents relating thereto for all sums payable by the Customer to the Company and for that purpose the

Company shall have the right to sell any such goods by public auction or private treaty without further notice to the Customer.

Valuables, Dangerous Goods, Perishable Goods, Livestock etc.

16.(1)(a) Except as agreed in writing, the Company will not accept Valuables, Perishable goods, livestock or plants for Carriage or for other Services performed or arranged by the Company. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than as agreed in writing, the Customer shall be liable for any loss or damage thereto or consequent thereon whether direct, indirect or consequential and howsoever caused and the Customer shall indemnify the Carrier from and against all penalties, taxes, duties, claims, demands, damages, costs and expenses arising in connection therewith.

(b) Except as agreed in writing, the Company shall not accept business relating to Dangerous goods for Carriage or for other Services performed or arranged by the Company. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than as agreed in writing, the Customer shall be liable for any loss or damage thereto or consequent thereon whether direct, indirect or consequential and howsoever caused and the Customer shall indemnify the Company from and against all penalties, taxes, duties, claims, demands, damages, costs and expenses arising in connection therewith.

(c) Any such Valuables, Dangerous goods, Perishable goods, livestock or plants may be destroyed or otherwise dealt with if deemed necessary in the sole and absolute discretion of the Company or any other person in whose custody they may be at the relevant time. If such Valuables, Dangerous goods, Perishable goods, livestock or plants are accepted pursuant to a written agreement, they may nevertheless be destroyed or dealt with if deemed necessary in the sole and absolute discretion of the Company or any other person in whose custody they may be at the relevant time. In the event that the Goods are destroyed or otherwise dealt with as aforesaid, the Company shall bear no liability there for and the Customer shall indemnify the Company from and against all costs and expenses with respect thereto.

(2) The Customer undertakes that any of the Goods referred to in (1) above (including their covering, packaging, containers and other devices they are carried in) shall be distinctly marked having regard to their nature. The Customer further undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of any Service having regard to their nature and in compliance with all laws and regulations which may be applicable with respect to any Service. The Customer shall indemnify the Company against all claims, losses, damages or expenses arising in consequence of any breach of this provision

(3) The Customers compliance with (2) above in no way reduces or limits those rights afforded to the Company under (1) of this clause.

Delivery

17.(a) The Carrier is authorised to deliver the goods to the consignee or his agent at the address nominated to the Carrier by either the Customer, the Company, the consignee or their agents and it is expressly agreed that the Carrier shall be deemed to have delivered the goods in accordance with this contract if it obtains a receipt or signed delivery docket for the Goods from any person at that address.

(b) If the nominated place of delivery shall be unattended or if delivery cannot otherwise be effected the Company in its sole discretion may store the goods at the risk and expense of the Customer.

(c) Dates specified for completion of carriage or any other Service are estimates only and the Company shall not be liable for failure to complete carriage or any other Service on such date or dates.

Sale and Disposal of Goods

18. The Company and its Subcontractors shall be entitled at the cost and expense of the Customer, subject to any compliance with any applicable law, to sell or dispose of:

(a) goods which in the opinion of the Company or Subcontractor cannot be delivered by reason of the Goods being insufficiently or incorrectly addressed or by reason of the Goods not being collected or accepted by the Consignee or for any other reason, and

(b) any Perishable goods which in the opinion of the Company or the Subcontractor appear to be deteriorating if the Customer fails to adequately instruct the Company with respect thereto or fails to pay any costs and expenses necessary to implement the Customer's instructions.

Scope of Application

19. Save as otherwise provided herein, the Company shall in no circumstances whatsoever or howsoever arising be liable for direct or indirect or consequential loss or damage. The defences and limits of liability provided for in this contract shall apply in any action against the Company for loss or damage or delay whether the action be founded in contract, tort or otherwise.

Regulation Compliance

20. The Customer shall comply with all applicable laws and Government regulations of any country to, from, through or over which the Goods may be carried, including those relating to the packing, carriage, storage, customs clearance, delivery or other Services in respect of the Goods, and shall furnish such information and provide such documents as may be necessary to comply with such laws and regulations. The Company shall not be liable to the Customer for loss or expense due to the Customer's failure to comply with this provision.

Law and Jurisdiction

21. Any dispute arising under this Contract, shall be determined exclusively by the courts of Australia and in accordance with Australian law.

Severance

22. It is hereby agreed that if any provision or part of any provision of this contract is unenforceable, such unenforceability shall not affect any other part of such provision or any other provision hereof.

Customer's Own Form

23. The use of the Customer's own form is no derogation to these conditions of contract.

Trade Practices

24.(a) Any relief from liability contained in this agreement is to be read subject to any restriction on contracting out of liability provided in any legislation binding on the Company and/or Carrier so that the provisions for relief contained in this agreement are limited or rendered ineffective only to the extent required to give effect to that legislation but are otherwise fully effective and all the provisions hereof are severable and effective independently of any provisions which are null and void or ineffective by reason of any legislation.

(b) Unless written notification to the contrary is given by the Customer to the Company at or prior to entering into this agreement, the Customer expressly warrants and represents that all or any Services to be supplied by the Company and acquired by the Customer pursuant to this agreement are so supplied and acquired for the purposes of a business, trade, profession or occupation carried on or engaged in by the Customer.

(c) If the carriage of the Goods involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention (1929) or the Warsaw Convention as Amended at the Hague (1955) may be applicable and may govern and in most cases limit the liability of the Carrier in respect of loss, damage or delay to cargo, unless a higher value is declared in advance by the Customer and a supplementary charge paid if required.

