

## STANDARD TRADING CONDITIONS

1. All and any business undertaken by ICAL International Customs And Logistics and the subsidiary and associated companies thereof (hereinafter called "the company") is transacted subject to the conditions hereinafter set out and each and every condition hereinafter set out shall be deemed to be a condition of any agreement between the Company and its Customers. No modification, amendment or other variation of these conditions shall be valid and binding on the Company unless made in writing and duly executed by or on behalf of the Company. Without limiting the foregoing, the use of a Customer's own forms does not in any way modify, amend or vary these conditions, nor does any letter of authority provided by a Customer.
2. The company is NOT A COMMON CARRIER and will accept no liability as such and it is hereby expressly agreed by and between the Company and the Customer that the Company shall not be liable to be sued in like manner as if it had actually undertaken to carry the goods as a common carrier for hire. All articles are carried, moved lifted or transported and all storage or other services are performed by the Company subject only to those Conditions AND THE COMPANY RESERVES THE RIGHT AT ITS DISCRETION TO REFUSE THE CARRIAGE, MOVEMENT OR TRANSPORT OF ARTICLES FOR ANY PERSON, FIRM OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY CLASS OF ARTICLES AND SHALL NOT BE BOUND OR REQUIRED TO GIVE ANY REASON FOR DOING SO.
3. Customer means the person, firm or corporation who engages the Company's service's and includes without limits the foregoing, Senders, Owners and Consignees.
4. Subject to and in accordance with 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 person, firm or company (hereinafter referred to as "the sub-contractor") for the carriage, movement transport or storage of the goods or for the performance of any other service to be performed by the Company pursuant to or ancillary to this contract. Any such contract may be made upon the terms of contract used by the sub-contractor with whom the Company may contract for such carriage, movement, transport, storage or other services and may be made upon the terms and subject to the conditions of any special contract which the sub-contractor may in any particular case require, including in every case any term that the sub-contractor may employ any person, firm or company for performance of the transport, movement, carriage, storage or other services so contracted for.
5. The Company may, and is hereby expressly authorised by the Customer to delegate its authority hereunder to contract for the carriage, movement, transport and storage of the goods, and the performance of any of its obligations hereunder to such other person, firm or company as it may think fit and also if it thinks fit may and is hereby expressly authorised by the Customer to constitute the relation of principle and agent between the Customer and any such person, firm or company for the purpose of contracting for such carriage, movement transport or storage or for the performance of any such obligation.
6. Pending forwarding, the goods may at any time and from time to time be warehoused or otherwise held at any place or places or at any time and from time to time be removed from any place or places at which they may be warehoused or otherwise held to any other place or places there to be warehoused or otherwise held at the sole direction of the Company and in every case at the Customer's risk and expense as a charges of and incidental to or in connection with the carriage of the goods hereunder.
7. The company shall not be liable for any loss of or damage to or mis-delivery, delay in delivery, failure to produce or non-delivery of goods either in transit or in storage or occurring during the term of this contract or whether caused by the negligence of the Company or by some other cause, whether the cause of damage or loss, mis-delivery, delay in delivery, failure to produce or non-delivery is known or unknown to the Company, except as provided in these Conditions and its liability is limited accordingly. It is specifically agreed that all rights, immunities and limitations of liability granted to the Company by the provisions set forth in these Conditions of Contract shall continue to have their full force and effect in all circumstances and notwithstanding any breach of the contract or any conditions hereof by the Company.
8. If the customer instructs the Company to use a particular method or route for movement of the goods the Company will give priority to the method or route designated but if that method or route cannot conveniently be adopted by the Company, the Customer shall be deemed to authorise it to move or have the goods moved by another method or methods or by any other route.
9. Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorised agents of the owners of any goods or property the subject matter of the transaction, and by entering into the transaction they accept these Conditions for themselves as well as for all other parties on whose behalf they are acting.

10. The Company is entitled to retain and be paid all brokerages, commission's, allowances and other remuneration customarily retained by or paid to Shipping and Forwarding Agents and Insurance Brokers.
11. 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, insurance premiums or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.
12. The Company relies solely on the information provided by the Customer, Sender, Owner and Consignee of any goods and their agents, if an, in providing advice to the Customer, Sender, Owner and Consignee and their agents, if any, and information to the crown, the Collector of Customs or any other statutory body or authority whether representing the Crown or not as well as any private body company or person regarding the classification of or liability for the amount, scale or rate of customs duty excise duty or other impost or tax applicable to any goods or property whatsoever or as to the nature, type, quantity of goods or any other matter material to the valuation of the goods and/or the amount of duty properly payable on the goods. The Customer, Sender, Owner and Consignee and their agents, if any, shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for Customs consular and other purposes. The Customer undertakes to indemnify the Company against all losses, damages, expenses, penalties and fines arising out of or in connection with any inaccuracy or omission in the information provided to the Crown, the Collector of Customs or any other statutory body or authority whether representing the Crown or not as well as any private body company or person, whether the inaccuracy or omission is brought about wholly or in part by the negligence or alleged negligence or any act, omission, neglect, default or breach of duty or breach of obligation of the Company's servants or agents or not.
13. The Customer shall indemnify the Company against any duties, losses, costs, penalties or other moneys which the Company is called upon or obliged to pay in respect of or in connection with the goods, any documents relating to the goods, the valuation of the goods or the amount of duty payable on the goods, and the keeping or failure to keep any documents relating to the goods, the valuation of the goods, or the amount of duty payable on the goods and other statements made in respect of the goods the valuation of the goods or the amount of duty payable on the goods, however arising, including but not limited to, an obligation arising by reason of any statute proclamation declaration rule of law or other legislative or quasi-legislative act or by reason of liability arising in contract or in tort or by reason of the existence of any lien charge bill of sale mortgage or other hypothecation of the goods or under any hire purchase agreement or by reason of the law relating to companies, bankruptcy, insolvency or executions or otherwise. The indemnity hereby conferred upon the Company shall continue in full force and effect whether or not the goods are or have been pillaged, stolen, lost, damaged or destroyed and shall not be affected in any way if such pillaging, stealing, loss, damage, or destruction has occurred or been brought about wholly or in part by negligence or the alleged negligence or any default omission, neglect or default or any breach of duty or obligation of the Company its servants or agents.
14. The Customer undertakes to reimburse to the Company any expense incurred directly or indirectly arising out of or in connection with entry of a Customs Officer or authorised person on the premises of the Company for the purpose of searching the premises and/or inspecting, examining, making copies of or taking extracts from documents found on the premises.
15. No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligations to effect a separate insurance on each consignment but may declare it in any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.
16. The Company shall not be liable for loss of or damage to goods unless such loss or damage occurs whilst the goods are in the actual custody of the Company and under its actual control and unless such loss or damage is due to the wilful neglect or default of the Company or its own servants.
17. Its hereby agreed by and between the Customer and the Company that any liability of the Company on whatsoever ground arising shall in every case be limited in amount to the sum of \$20 in respect of all the goods listed in these Forwarding Instructions whether or not there has been any declaration of value of the goods or of any of them by the Customer, Sender, Owner or Consignee for the purpose of carriage or otherwise.
18. a) In the case goods of a value exceeding \$200 per package or unit or the equivalent of that sum in other currency, the value will not be declared or inserted in the Bill of Lading for the purpose of extending the Shipowners liability under Article IV, Rule 5 of the Sea Carriage of Goods Act, 1924, except upon express instructions given in writing by the Customer .
- b ) In the case of Carriage by Air, no optional declaration of value to increase the Air Carriers

liability under the Carriage by Air Act, 1935 Article 22 (2) of the First Schedule will be made except on express instructions given in writing by the Customer.

c ) In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers, warehousemen or others no declaration of value (where optional) will be made for the purpose of extending liability and goods will be forwarded or dealt with at owner's risk or other minimum charges, unless express instructions in writing to the contrary are given by the Customer.

19. Instructions to collect payment on delivery (C.O.D.) in cash or otherwise are accepted by the Company upon the condition that the Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only.

20. Perishable goods, which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not identifiable, may be sold or otherwise disposed of without any notice to the Customer, Sender, Owner or Consignee of the goods and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery.

21. Non-perishable goods, which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee may be sold or returned at the Company's option at any time after the expiration of 21 days from a notice in writing sent to the address which the Customer gave to the Company on delivery of the goods. All charges and expenses arising in connection with the sale or return of the goods shall be paid by the Customer. A communication from any agent or correspondent of the Company to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of that fact.

22. Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, or hazardous or inflammable or explosive goods or any goods likely to cause damage. Any Customer delivering such goods to the Company or causing the Company to handle or deal with any such goods (except under special arrangements previously made in writing) shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties claims damages costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time,. If such goods are accepted under arrangements previously made in writing they may nevertheless be so destroyed or otherwise dealt with if they become dangerous to other goods or property. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.

23. Except under special arrangements previously made in writing the Company will not accept bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock, or plants and the Company will not accept any liability whatsoever for any such goods except under special arrangements previously made in writing.

24. All goods (and documents relating to goods) shall be subject to a particular and general lien for moneys due either in respect of such goods or for any particular or general balance or other moneys due from the Customer, Sender, Owner or Consignee to the Company. If any moneys due to the Company are not paid within one calendar month after notice has been given to the person from whom the moneys are due that such goods are detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the Customer and the proceeds applied in or towards satisfaction of such particular and general lien.

25. It is hereby expressly agreed that no servant or agent of the Company (including every independent contractor from time to time employed by the Company) shall in any circumstances whatsoever be under any liability whatsoever to the Customer and the Customer indemnifies the Company in respect of any liability to the Sender, Owner or Consignee of the goods for any loss or damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part whilst acting in the course of or in connection with the employment and without prejudice to the generality of the foregoing provisions in this clause, every exemption limitation, conditions and liability herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Company acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this contract

26. All agreements between the Company and its Customers shall be governed by Australian Law and within the exclusive jurisdiction of the Australian Courts.

27. The Company shall not be liable for-

a) Any loss, injury or damage in respect of the goods caused by destruction, fire, explosion, stealing, fraud, burglary, theft, storm, flood, tempest or water or by any other cause whatsoever whether brought about wholly or in part by the negligence or alleged negligence or any act, omission, neglect, default, breach of duty or breach of obligation of the Company its servants or agents or not.

b) Any loss, injury or damage suffered by delayed delivery of goods

c) Any loss, injury or damage in respect of the goods resulting from or contributed to by the contact of the goods with or proximity to other goods or sweating, evaporation, leakage, breakage, shrinkage, deterioration, fermentation, wasting, decay, putrefaction, contamination, vermin, strikes, lockouts, shortage of labour or resulting from or contributed to by any circumstances beyond the reasonable control of the company.

d) Any duties, losses, costs or penalties or other moneys incurred or actions, claims or proceedings arising out of or in connection with the keeping or failure to keep documentation relating to the goods, the valuation of the goods or the amount of duty payable on the goods whether brought about wholly or in part by the negligence or alleged negligence or any act, omission, neglect, default, breach of duty or breach of obligation of the company its servants or agents or not.

28. To the extent permitted by law, and subject to the following clause, the Company shall under no circumstances be liable in any way whatsoever to the Customer or any third party for any loss, damage, penalty or costs in respect of any claim (whether contractual, tortious, statutory or otherwise) for any form of damages, losses, costs, penalties or harm sustained or incurred by the Customer arising out of or in connection with the relationship established by this Agreement, including (without limiting the generality of the foregoing) any advice, quotation, statement, representation or information, whether oral or in writing made or given by or on behalf of the Company or by any servant, agent or employee of the Company as to the classification of or the liability for, the amount, scale or rate of customs duty, excise duty or other impost or tax applicable to any goods or property whatsoever, or as to the nature, type, quantity of goods or any other matter material to the valuation of the goods and/or the amount of duty properly payable on the goods.

29. The company shall not in any circumstances be liable in respect of any loss, penalty, costs, claim, action, proceeding arising out of or in connection with a failure by the Company to pass on to or provide the Customer with any documents relating to the goods, the valuation or the assessment of liability for duty of the goods or any penalty imposed on the customer.

30. The terms and conditions hereof which exclude or limit the Company's liability shall apply only to the extent permitted by law. Provisions of the Trade Practices Act, 1974 (as amended) and other statutes from time to time in force in Australia may imply warranties or conditions or impose obligations upon the Company which cannot be excluded, restricted or modified except to a limited extent. This agreement must be read and construed subject to any such statutory provisions. If any such statutory provisions apply, then to the extent to which the Company is entitled to do so, its liability under those statutory provisions shall be limited at its option to:-

- i) the re-supply of the services provided to the Customer under this Agreement;
- ii) the payment of the cost of having such services performed again; or
- iii) the refunding to the Customer of any sums paid in respect of such services.

31. If any payment due under any agreement between the Company and the Customer is not made within seven days of the due date, the Customer will be in default and, without limiting any other rights of the Company, the Customer shall pay to the Company, by way of liquidated damages, interest at the rate of 24% per annum on the amount outstanding calculated from the due date of payment until payment is made in full.