

GEORGE TURNER (CUSTOMS) PTY LTD.
A.C.N. 004 928 296
Customs Brokers

Registered Office
52-54 Rosslyn Street, West Melbourne 3003

Telephone: (03) 9348 9120

Fax: (03) 9348 9234

G.P.O. Box 498H, Melbourne, Vic. 3001

TRADING CONDITIONS

THESE CONDITIONS APPLY TO ALL CONTRACTS CONSTITUTED BY A CUSTOMER INSTRUCTING THE COMPANY TO PERFORM SERVICES AND THE COMPANY ACCEPTING SUCH INSTRUCTIONS

Definitions:

"Goods" shall mean any goods that are the subject of the Services provided by George Turner (Customs) Pty Ltd or Confreight Pty Ltd or the Customer.

"Services" shall mean freight forwarding, customs broking or related Services provided by George Turner (Customs) Pty Ltd or Confreight Pty Ltd to the Customer.

1. George Turner (Customs) Pty Ltd carries on business as a customs broker and freight forwarder and Confreight Pty Ltd carries on business as a freight forwarder. These entities are collectively referred to in these terms as "the Company". The Customer acknowledges that the Company is not a common carrier and will accept no liability as such.

2. Subject to express instructions in writing given by the Customer and accepted by the Company in writing, the Company reserves to itself complete freedom to decide upon the means, route and procedure to be followed in the provision of Services, including the handling, storage and transportation of Goods. The Company shall be entitled and is authorised to engage independent third parties to perform any aspect of the Services and upon such terms and conditions (including as to price where it is not practical to obtain the Customer's approval) as the Company in its absolute discretion may deem appropriate. That discretion may be varied only by written instructions from the Customer to the Company and acknowledged by the Company in writing in sufficient time before the performance of Services.

3. The Company is entitled to retain and be paid all fees, brokerages, commissions, allowances, and other remunerations customarily retained by or paid to customs brokers and freight forwarders.

4. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision by the Company. If any changes occur in the rates of freight, insurance premiums, warehousing, statutory fees or any other charges applicable to the Goods, quotations and charges shall be subject to revision accordingly without notice to the Customer.

5. The Customer shall be bound by and warrants the accuracy of all descriptions, values and other particulars furnished by the Customer or its agents to the Company for Customs or consular purposes or any purpose materially relevant to the transportation of Goods.

6. The Company shall not effect insurance on the Goods accepted by it except on receipt of express instructions given in writing by the Customer and the Customer's written declaration as to the value of the Goods and any such insurance effected by the Company may be subject to such exceptions and conditions as may be required by the insurance company or underwriter accepting the risk. In the event of any dispute in regard to liability under any such insurance policy for any reason whatsoever the insured shall have recourse against the insurer or underwriter only and the company shall have no liability or responsibility in relation to any such insurance policy.

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7. To the extent permitted by law, the Company, its servants and agents shall not be responsible for loss or damage of any kind whatsoever arising out of provision of Services by the Company to the Customer (whether caused by negligence or wilful default by the Company, its servants or agents), including but not limited to:

- (a) any liability to pay duty that would not have otherwise been payable or any penalties (including penalties imposed directly on the broker, his servants or agents) as a result of their reliance on incorrect information provided by the Customer, consignor or consignee of the Goods, or their respective agents;
- (b) any liability concerning the making of any statement, forecast, information or giving advice in relation to the liability of the Customer to pay Customs duty or any Goods and Services Tax; and
- (c) any liability in respect of the loss, misdelivery, deterioration, nondelivery, contamination, evaporation or damage to the Goods or consequential loss arising there from however caused;
- (d) any loss or depreciation of market attributable to delay in forwarding the goods or failure to carry out instructions of the Customer;
- (e) loss, damage, expense or additional cost arising from or in any way connected with marks or brands on weight, numbers, content, quality, description of the Goods;
- (f) loss or damage resulting from fire, water, explosion or theft;
- (g) any additional charges levied for wharfage, freight, railage, cartage, quarantine, storage or other usual third party services levied and which have not been brought to the Customer's attention; and
- (h) any loss or damage attributable to a claim that the Company could for whatever reason have carried out its Services more economically.

In the event that the company, its servants or agents are found to be responsible for loss or damage of any kind, the maximum liability shall be the cost or value of re-supplying the company's Services.

8. Without prejudice to the Company's rights under clause 7 above, any claim for loss or damage must be notified in writing to the Company within 7 days of delivery of the goods or of the date upon which the Goods should have been delivered. In any event, the Company shall be discharged from all liability whatsoever in connection with the Services and/or the Goods unless proceedings are served within 9 months from delivery of the Goods (or from when they should have been delivered).

9. The Company acts as a mere agent of the Customer and any liability to third parties incurred during the course of providing the Services shall be the responsibility of the Customer. However, irrespective of whether the Company is alleged or is found to have acted as a principal or an agent in respect of contracts or arrangements entered into with third parties in connection with the Services:

- (1) the Customer agrees to indemnify the Company against losses or claims of any nature arising in connection with the Services provided by the Company, including (but not limited to) matters referred to in clauses 7(a) to (h) of these terms;
- (2) the Customer agrees not to bring claims of any nature against the Company's employees, agents, subcontractors acting or engaged in connection with the Services, and in the event of such claims being made:
 - (a) the employee, agent or subcontractor (as the case may be) shall have the benefit of any limitation or exclusion of liability prescribed by these terms; and
 - (b) the Customer undertakes to indemnify the Company against any losses or claims made against the Company resulting from any claims made by the Customer against employees, agents or subcontractors of the Company in connection with the Services.

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10. (1) In the case of Goods with the value exceeding two hundred dollars (A\$200.00) per package or unit or the equivalent of that sum in other currency, the value will not be declared or inserted in a Bill of Lading or sea carriage document for the purpose of extending the shipowner's or carrier's liability under Article (IV), Rule 5 of the Carriage of Goods by Sea Act 1991 and Regulations 1998 except upon express instructions given in writing by the Customer.

(2) In the case of carriage by air, no option or declaration of value to increase an air-carrier's liability under Article 22(2) of the First Schedule to the Civil Aviation (Carriers' Liability) Act 1959 will be made except on express instruction given in writing by the Customer.

(3) In all other cases where there is a choice of charges 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 the Goods will be forwarded or dealt with at the Customer's risk for minimum charges, unless express instructions in writing to the contrary are given by the Customer.

11. The Company may in its absolute discretion refuse instructions to collect on delivery (COD) in cash or otherwise. Where the Company does accept such instructions the Company it shall exercise reasonable diligence and care but it shall not otherwise be responsible for any loss or damage in relation to the process of collection.

12. Where the Goods are perishable and are not taken up immediately upon arrival or are insufficiently or incorrect addressed or marked or otherwise not identifiable, they may be sold or otherwise disposed of with or without notice to the Customers, consignor, owner or consignee of the Goods and payment or tender of the net proceeds of any sale after deduction of all costs, expenses and charges incurred by the Company in effect such sale or disposal shall be equivalent to delivery.

13. Where the Goods are non-perishable and cannot be delivered either because they are insufficiently or incorrectly addressed or marked or otherwise not identifiable or because they are not collected or accepted by the consignee they 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 costs, charges and expenses incurred by the Company and arising in connection with the sale or return of the Goods shall be paid by the Customer. A communication from the Company or its agents to effect that the goods cannot be delivered for any reason shall be conclusive evidence of that fact.

14. The Customer warrants that:

(a) the Goods are not noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage;

(b) it has complied with all laws and regulations relating to the nature, condition, packaging, handling and storage and carriage of the Goods;

(c) the Goods are packed to withstand ordinary risks associated with handling and storage, having regard to their nature.

In the event of a breach of this warranty the Customer shall be liable for any resulting loss or damage and shall indemnify and keep indemnified the Company, its servants and agents against all damages, loss, penalties, claims, costs and expenses incurred by the Company in connection therewith. In the event that the Goods are found to be noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage they 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 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 and all such goods as fall within the definition of hazardous Goods in the legislation governing carriage by rail in the States and Territories of Australia.

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15. Pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the Customer's risk and expense.

16. Notwithstanding any prior dealings between the Company and the Customer or any rule of law or equity or provision of any statute or regulation to the contrary, contracts, documents and any other matter (including cash, cheques, bank drafts and other remittances) sent to the Company through the post shall be deemed not have been received by the Company unless and until they are actually delivered to the Company by the postal authorities, or placed in the Company's post office box, if so addressed.

17. The Company shall be under no obligation to make any declaration to, or to seek any special protection or cover from, any operator of any railway, airline or road transport or any regulatory body or authority affecting the transportation, warehousing or storage of any goods falling within the control or operation of such operator or body:

- (a) of dangerous or hazardous Goods; or
- (b) of Goods liable to be stored in the open:

unless written instructions to that effect are given to the Company by the Customer.

18. The Company shall have no obligation to take any action in respect of any Goods that may be recognisable as belonging to the Customer unless it has received suitable instructions relating to such Goods together with all necessary documents. In particular the Company shall not be obliged to notify the Customer of the existence or whereabouts of the Goods or to examine them or take any other steps for their identification, protection or preservation or for the preservation of any claim by the Customer or any other party against the carrier, insurer or any third party.

19. In the event that the Goods are landed from any vessel in a damaged or pillaged condition and it is necessary for an examination to be held or other action to be taken by the Company in respect thereof no responsibility shall be attached to the Company for any failure to hold such examination or take such other action unless the Company has been given sufficient notice to enable it to arrange for such examination or for the taking of such other action as the case may be.

20. Wherever it is necessary, for the purposes of these conditions or any other purpose whatsoever, for instruction to be given to the Company, such instruction shall only be recognised by the Company as valid if given in sufficient time in the light of the circumstances in relation to the matter in question; standing or general instructions, or instruction given late, even if received by the Company without comment, shall not be binding upon the Company.

21. Without prejudice to the rights of the Company at common law the Goods (and all documents relating thereto) which come into the possession or under the control of the Company shall be subject to a special and general lien and pledge for monies due to the Company in respect of services and/or disbursements relating to the Goods; and for any other indebtedness to the Company from whatever cause by the Customer, consignor, owner or consignee of the Goods. If such indebtedness is not paid in full by the respective debtor within fourteen days of receipt of notice from the Company that it intends disposing of the Goods, the Company may sell the Goods either by public auction or private treaty at its entire discretion and apply the net proceeds of sale to reduce or extinguish the Customer's indebtedness and to cover costs associated with exercising the lien, including legal fees.

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22. (1) This agreement and any collateral agreements made by the Company with the Customer wherever made shall be governed and construed according to the laws of the State of Victoria and shall be subject to the exclusive jurisdiction of the courts of the said State.

(2) All rights, immunities and imitations and liability contained herein shall continue to have their full force and effect in all circumstances notwithstanding any breach of any term or condition hereof or any collateral agreement by the Company.

(3) 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 by the Customer.

(4) No agent or employee of the Company has the authority to waive or vary these trading conditions unless such waiver or variation is approved in writing by the Company.

(5) Where any provision (or part thereof) of this agreement is held by a court to be unenforceable, it shall in no way affect or prejudice the enforceability of any other of any provision (or part thereof).

23. Intellectual Property

The Customer acknowledges that the Company shall retain all copyright and other intellectual property in any documents, computer software or intellectual property created or things created by the Company in the course of providing its Service pursuant to these Trading Conditions.

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