

STANDARD TRADING CONDITIONS

- 1** All and any business undertaken by Airmark Ocean and Air Logistics Pty Limited and the subsidiary and associated companies thereof (hereinafter called "the Company") is transacted subject 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.
- 2** The Company is not a Common Carrier. Whenever the Company is instructed to undertake or arrange transport, storage or any other service, it shall be authorised to entrust the goods or arrangements to third parties subject to the latter's' contractual conditions. The customer shall be bound by such conditions and shall indemnify the Company against any claims arising out of their acceptance.
- 3** 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.
- 4** Subject to express instructions in writing given by the customer, the company reserves to itself complete freedom in respect of means, route and procedure to be followed in the handling and transportation of goods.
- 5** The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Shipping and Forwarding Agents and Insurance Brokers.
- 6** 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.
- 7** The Senders, Owners and Consignees of any goods 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 and they undertake to indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
- 8** The Company shall not be liable under any circumstances for any loss, damage or expenses arising from or in any way connected with marks, weights, numbers, brands, contents quality or description of any goods.
- 9** The Senders, Owners and Consignees and their agents, if any, shall be liable for any duty, tax, impost or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith.
- 10** No insurance will be affected except upon express instructions given in writing by the customer and all insurances affected 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 obligation to affect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurer's 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.
- 11** 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 willful neglect or default of the Company or its new servants.
- 12** The Company shall not in any circumstances be liable for damages arising from loss of market or attributable to delay in forwarding or in transit or failure (not amounting to willful negligence) to carry out the instructions given to it.
- 13** It is hereby agreed by and between the Consignor 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 Consignor for the purposes of carriage or otherwise.
- 14** **(a)** In the case of 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 Carrier's 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 owners' risk or other minimum charges, unless express instructions in writing to the contrary are given by the customer.
- 15** 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.
- 16** 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 Senders, Owners or Consignees of the goods and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery.
- 17** 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 Sender 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.
- 18** Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Any person 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.
- 19** Except under special arrangements previously made in writing the Company will not accept bullion, coin, precious stones, jewellery, valuable antiques, pictures, livestock or plants, and the Company will not accept any liability whatever for any such goods except under special arrangements previously made in writing.
- 20** Pending forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the owner's risk and expense.
- 21** All goods (and documents relating to goods) shall be subject to a particular and general lien for moneys due either in respect of such good or for any particular or general balance or other moneys due from the Senders, Owners or Consignees 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 such person, and the proceeds applied in or toward satisfaction of such particular and general lien.
- 22** The servants employees and agents of the Company shall be entitled to the benefit of all provisions in these conditions which exclude or restrict tortious liability of any kind.
- 23** All agreements between the Company and its customers should be governed by Australian Law and within the exclusive jurisdiction of the Australian Courts.
- 24** The Company shall not under any circumstances be liable for loss or damage resulting from fire, water, explosion or theft of the customers goods while in the Company's care whether caused by negligence of the Company's servants or otherwise.
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- 25** The Company shall not under any circumstances be liable for loss or damage resulting from or attributable to any quotation statement representation or information whether oral or in writing howsoever wheresoever or to whomsoever made or given by or on behalf of the Company or by any servant employee or agent of the Company as to the classification of or the liability for amount scale or rate of customs duty excise duty or other imports or tax applicable to any goods or property whatsoever.

The use of Client's own forms is no derogation of these Conditions.