

E2E GLOBAL SOLUTIONS PTY. LTD. ABN 45 655 801 979 STANDARDS TERMS AND CONDITIONS OF THIS CONTRACT

ALL SERVICES PROVIDED BY E2E GLOBAL SOLUTIONS PTY. LTD. A.B.N. 45 655 801 979 ("the Company") SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS CONTRACT (Trading Conditions) THAT ARE AS FOLLOWS: These Trading Conditions include provisions that entirely change, reduce or exclude rights that you (the "Customer") might otherwise have.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions
In the Trading Conditions, the following defined terms have the following defined meanings:
ABF means the Australian Border Force as defined in the Australian Border Force Act and includes, where applicable, the Department of Home Affairs, the Australian Border Force Commissioner and the Comptroller-General of Customs;
ABN means the Australian Business Number of the Customer pursuant to the GST Law;
Airfreight Convention means either:
(a) the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999; or
(b) the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on 12 October 1929, either unamended or amended by the Hague Protocol 1955, at Guatemala City 1971, by the additional Protocol No 3 of Montreal 1975 and/or by the additional Protocol No. 4 of Montreal 1975, whichever may be applicable;

Assets means all assets, Goods, documents and records of the Customer held by or in the possession or control of the Company (whether or not as part of the arrangement under these Trading Conditions) and includes, without limitation, the Goods and shipping documents, including, without limitation, bills of lading, insurance policies, commercial invoices and certificates as to weight, quality or other attributes;
ATD has the same meaning as authority to deal as defined in section 4 of the Customs Act;
ATO means the Australian Taxation Office;
Australian Border Force Act means the Australian Border Force Act 2015;
Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth);

Authority means the authority and acknowledgement by which the Customer appointed the Company to act on its behalf on the terms of the Authority and on the terms of these Trading Conditions and as required under section 181 of the Customs Act;
Authorised Signatory means the party who signs the Authority on behalf of the Customer;

Biosecurity Act means the Biosecurity Act 2015 (Cth) and any succeeding Legislation and any regulations made pursuant to the Biosecurity Act;
Business Day means any day that is not a Saturday or Sunday on which banks are open for general banking business in Melbourne;
Carriage means carriage by vehicles and conveyances of all kind including acts in furtherance of an act of carriage by another or a specific means, whether by air, sea or land transport;
Carrier means any party involved in the carriage of Goods whether by airfreight, seafreight or land transport;
Chain of Responsibility has the same meaning as in the Heavy Vehicle National Law, constituted in the Heavy Vehicle National Law Act 2012 (Qld), the Road Traffic (Vic) Act 2012 (WA) and the Road Traffic (Administration) Act 2008 (WA) or such other legislation as may be enacted by a State or Territory Government for the purpose of giving effect to the Council of Australian Governments' Intergovernmental Agreement on Heavy Vehicle Regulatory Reform dated 25 February 2010;
Carriage cost means delivery;

Company means E2E GLOBAL SOLUTIONS PTY. LTD A.B.N. 45 655 801 979, and the nominees, agents, sub-agents and employees of the Company;
Competition and Consumer Act means the Competition and Consumer Act 2010 (Cth) as amended from time to time;
Consequential Loss means any loss or damage arising from a breach of contract or agreement (including breach of the Service Agreement), tort, or any other basis in law or equity including, but not limited to, loss of profits, loss of revenue, loss of production, loss of opportunity, loss of bargain, loss of access to markets, loss of goodwill, indirect or remote or unforeseeable loss, loss of business reputation, future reputation or liability, wasted expenditure, any loss or gain for which restitution damages is capable of being awarded, or any similar loss which was not contemplated by the parties at the time of entering the Service Agreement;
Consumer Contract means a contract between the Company and the Customer for a supply of Services to a Customer that is an individual whose acquisition of the Services is wholly or predominantly for personal, domestic or household use or consumption, in the manner provided for under Subsection 23(3) of the Competition and Consumer Act;
Corporations Act means the Corporations Act 2001 (Cth);

Customer means:
(a) if there is an Authority, the customer named in the Authority and will include all employees, officers, agents and contractors of the Customer; or
(b) if there is no Authority, the shipper, the consignee, the receiver, the consignee of the Goods, the bailor of the Goods or the person for whom any of the Services are performed;
Customs means the Department of Home Affairs and its departments including the ABF;
Customs Act means the Customs Act 1901 (as amended from time to time) and any succeeding Legislation and any regulations made pursuant to the Customs Act;
Customs Broker's Licence means any licence granted by Customs to a party to operate as a licensed customs broker pursuant to Part XI of the Customs Act;

Customs Duty has the same meaning as Duty in the Customs Act;
Dangerous Goods has the same meaning as in Section 4B of the Customs Act;
Dangerous Goods means Goods or articles or substances of which Goods are comprised which are capable of posing a risk to health, safety, property or the environment and fall within one or more of the UN classifications of dangerous goods or are otherwise liable to cause damage to any person or property whatsoever;
Debts means all amounts owing by the Customer to the Company on any account whatsoever;

Department of Agriculture means the Commonwealth Department responsible for the Agriculture portfolio including the previous Australian Quarantine and Inspection Service and the Department of Agriculture and Water Resources;
Department of Home Affairs means the Department of Home Affairs and its departments including the ABF, the Australian Border Force Commissioner and the Comptroller-General of Customs;

Department of Infrastructure, Regional Development and Cities means the Commonwealth Department responsible for the Infrastructure, Regional Development and Cities portfolio, or such Department, or such name, as in Section 4B of the Customs Act;
Depot Licence has the same meaning as depot licence as defined in section 77F of the Customs Act;

Director of Biosecurity has the same meaning as defined in the Biosecurity Act;
Excluded Interest means any of the interests set out in section 8 of the PPSA or any interest that is not a Security Interest but encumbers the Goods;
Exposed Goods Order has the same meaning as defined in subsection 159(3) of the Biosecurity Act;

EU GDPR means the European Union General Data Protection Regulation and includes any other associated or relevant European legislation, regulations or guidelines;
Fees means the fees charged by the Company for provision of the Services, including any disbursements or other charges, levies or other costs incurred in performing the Services and passed on to the Customer;

Goods includes but is not limited to, 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 other pallet or pallets delivered with the same to the Company;
Government Authorities means, without limitation, all Government departments and agencies, in Australia or in any other country, with responsibility for the import and export of goods, the collection of revenue on the import and export of goods, and the transport and movement of those goods to include, without limitation, the ABF, the Department of Home Affairs, the Australian Maritime Safety Authority, the Department of Infrastructure, Regional Development and Cities, the Department of Agriculture, the ATO and the RSA;

Government Rulings means any advice, ruling, decision or precedent provided or published by the ABF or any Government Authorities, including without limitation Customs Tariff Classification Advice, Valuation Advice, Country of Origin Advice or Tariff Precedent;
GST has the same meaning as under the GST Law and means the Goods and Services Tax imposed under the GST Law;
GST Law means the A New Tax System (Goods and Services Tax) Act 1999;

GST Rate means the rate of GST under the GST Law;
Hague Rules means the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924, or those rules as amended by the Protocol signed at Brussels on 23 February 1968 (the Hague Visby Rules) and the SDR Protocol (1979);
Heavy Vehicle National Law means the Heavy Vehicle National Law Act 2012 (Qld) as enacted in the Queensland Parliament and adopted by the States and Territories, including any Regulations made under that Act and any other legislation enacted by the Commonwealth, a State or Territory for the purpose of giving effect to the Heavy Vehicle National Law of the Council of Australian Governments' Intergovernmental Agreement on Heavy Vehicle Regulatory Reform dated 25 February 2010;

High-Value Goods has the same meaning as defined in section 9 of the Biosecurity Act;
Incoterms means Incoterms® 2010 issued by the International Chamber of Commerce;
Infringement Notice means a notice issued by a Government Authority, including without limitation, a penalty notice or an infringement notice, issued in respect of an offence or an alleged offence, by which a penalty is imposed without the need for a court appearance;

Input Tax Credit has the same meaning as Input Tax Credit under the GST Law;
Intellectual Property means intellectual property, including each of the following, whether registered or not, and arising under Australian or any other law, any licence or other right to use or grant the use of any of the following; and any application or right to be registered as proprietor or user of any of the following:

- (a) any business name;
- (b) any trade or service mark;
- (c) any patent, invention or discovery;
- (d) any copyright;
- (e) any circuit layout or computer software;
- (f) any design;
- (g) any trade secret, know-how or confidential information;
- (h) any moral rights; or
- (i) any right that is similar to any of the above.

Laws means any international Conventions, treaties or domestic laws, regulations or guidelines of the Commonwealth of Australia, any of the States, Territories or Municipalities of Australia, or of any country from which, through which or into which the Goods are carried and including, without limitation all regulations, ordinances and directions made pursuant to laws and any successor Laws;

Licence means any Customs Broker's Licence, Depot Licence, Warehouse Licence or any other licence issued by Customs or other Government Authority;
Modern Slavery Laws means any Commonwealth, State or Territory legislation or regulations based on or adopted from the provisions of the Modern Slavery Bill 2018 as approved by the Commonwealth of each State, the Modern Slavery Act 2018 (NSW) and any regulations, ordinances and directions made pursuant to the Modern Slavery Laws and any successors to the Modern Slavery Laws;

OHS Laws means any occupational health and safety legislation, regulations or guidelines, codes of conduct or policies of the Commonwealth of Australia or any of the States, Territories or Municipalities of Australia;

Parties means the Company and the Customer;
PPSA means the Personal Property Securities Act 2009 (Cth);
Product Emission Standards means the Product Emissions Standards Act 2017 (Cth) and any regulations or guidelines made pursuant to that Act as amended from time to time;

Privacy Laws means the Privacy Act 1988 (Cth), all associated regulations or guidelines, and any other associated or relevant State or national privacy legislation, regulations or guidelines;
Protected Person has the same meaning as defined in subsection 64(4) of the Biosecurity Act;

Reporting Obligations means the obligations of the Company to report the arrival, carriage and movement of goods pursuant to the Customs Act or any Customs Related Law or as required by any Government Authorities or which the Company, at its sole discretion, considers to be necessary to comply with the conditions or obligations of its Licences;
Related Body Corporate has the same meaning as under the Corporations Act;

RSAs means those State and Commonwealth Government Authorities in Australia responsible for road safety regulation of heavy vehicles and Chain of Responsibility legislation and the Heavy Vehicle National Law and the laws governing the carriage of goods by road;

Service Agreement means the same meaning as under the PPSA;
(a) these Trading Conditions;
(b) the Authority;
(c) any customer credit application with the Company; and
(d) any fee quotation estimate or agreement, as amended from time to time, regardless of whether the Customer is given notice of any amendment;

Services means any performance of work by the Company for the Customer in anyway connected with the Goods including, without limitation:
(a) carriage of the Goods;*
(b) any information provided in connection with the Services;*
(c) Customs clearance;
(d) Delivery services;*
(e) Warehousing or storage services*
(f) making any reports, entries and declarations required by any Government Authorities;
(g) quoting the ABN as may be required under the GST Law;
(h) providing all necessary information and completing all necessary documentation and reports for the purposes of any Government Authorities; and
(i) entering into contracts with Sub-contractors on behalf of the Customer to enable the Carriage, import, export, storage or transportation of the Goods; *delete not applicable

Shipper means a legal entity or person named on the bill of lading or sea waybill or equivalent multimodal transport document as shipper and/or who (in its name or on whose behalf a contract of carriage has been concluded with a shipping company or any other definition of 'shipper' as set out in any Laws or as determined by any Government Authorities);

Shipping Contract means:
(a) a contract of marine salvage or towage;
(b) a charter party of a ship; or
(c) a contract for the carriage of goods by ship, which includes a reference to any contract covered by a sea carriage document within the meaning of the amended Hague Rules referred to in section 7(1) of the Carriage of Goods by Sea Act 1991 (Cth);

Small Business Contract has the meaning given to that term in the Australian Consumer Law;
Sub-contractor means:
(a) a third party appointed by the Company to assist in the provision of the Services; and
(b) any person, firm or company which is or hereafter a servant, agent, employee or subcontractor of any other persons or entities referred to in subclause (a) of this definition;

Supply has the same meaning of Supply under the GST Law;
Tax Invoice has the same meaning as Tax Invoice under the GST Law;
Taxable Supply has the same meaning as Taxable Supply under the GST Law;
Trading Conditions means these [INSERT COMPANY NAME] Standard Terms and Trading Conditions;

Vessel means any vessel, vehicle or aircraft used to effect Carriage of the Goods, whether by sea, land or air; and
Warehouse Licence has the same meaning as warehouse licence as defined in section 78 of the Customs Act;

1.2 Interpretation
(a) These Trading Conditions, the Service Agreement and any collateral agreements made by the Company with the Customer wherever made shall be governed and construed according to the laws of Victoria and shall be subject to the exclusive jurisdiction of the courts of Victoria and those courts which can hear appeals from those courts.
(b) If these Trading Conditions are held to be subject to the laws of any jurisdiction other than the Commonwealth of Australia and the State/Territory of Victoria then these Trading Conditions shall continue to apply and shall be void only to the extent that they are inconsistent with or repugnant to those laws and no further.
(c) Subject to clause 26, all the rights, immunities and limitations of liability contained herein shall continue to have their full force and effect in all the circumstances

notwithstanding any breach of any term or condition hereof or any collateral agreement by the Company and notwithstanding that the Services have been provided, the Goods delivered as directed by the Customer or the Authority having expired or been terminated.

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

(e) In interpretation of these Trading Conditions the singular includes the plural and vice versa, and words importing corporations mean and include natural persons and vice versa.
(f) No agent or employee of the Company has the authority to vary or vary these Trading Conditions unless the Company approves such variation or variation in writing. Any force majeure by the Company in enforcing the Trading Conditions does not constitute a waiver. If the Company waives a breach of a Trading Condition, the waiver does not operate as a waiver of another breach of the same or any other Trading Condition or as a continuing waiver.

(g) Where any provision (or part thereof) of these Trading Conditions is held to be legal or unenforceable, it may be severed and shall in no way affect or prejudice the enforceability of any other term or condition herein.

(h) Where there is an inconsistency between the terms and conditions of the Service Agreement, the relevant documents shall be construed in the following descending order of priority:
(i) these Trading Conditions;
(ii) the Authority;
(iii) any customer credit application; and
(iv) any fee quotation estimate or agreement.

(i) Reference to any Laws or to any section or provision of any Laws includes any statutory modifications, re-enactments, substitutions or replacements thereof and all Laws issued thereunder.

(j) Reference to any Convention or any Article of any Convention includes any modifications, substitutions or replacements thereof.
(k) References to clauses and subclauses are references to clauses and subclauses in these Trading Conditions.
(l) Headings have no effect on interpretation of the Trading Conditions.

(m) These Trading Conditions do not affect any rights the Customer has under the Competition and Consumer Act.
(n) If the Service Agreement between the Company and the Customer is a Consumer Contract or a Small Business Contract and is not a Shipping Contract:
(i) clause 25 does not apply;
(ii) clause 26 applies; and
(iii) the laws in force in the place in which the contract is made apply.

(o) If the Service Agreement between the Company and the Customer is a Shipping Contract or is otherwise not a Consumer Contract or Small Business Contract:
(i) clause 25 applies; and
(ii) clause 28 does not apply.

1.3 Application
These Trading Conditions:
(i) apply to all services provided by the Company; and
(ii) prevail over:
(A) any terms and conditions provided by the Customer in respect of the subject matter of these Trading Conditions;
(B) any terms and conditions contained in any transport document, including any bill of lading, waybill, or consignment note (together, the Previous Terms), except to the extent expressly provided for in these Trading Conditions.

(b) Any Previous Terms are excluded by the parties and any previous offer contained in any Previous Terms is rejected by the Company.
(c) Subject to subclause 1.3(d), the provisions of any other terms and conditions provided by the Company relating to the subject matter of these Trading Conditions (Other Company Terms) are incorporated into these Trading Conditions as if they were set out in full in these Trading Conditions.
(d) If there is any conflict or inconsistency between these Trading Conditions, the Previous Terms and any Other Company Terms, these Trading Conditions prevail to the extent necessary to resolve such conflict or inconsistency.

TRADING CONDITIONS
2. Nature of Services
(a) The Company carries on business as a Customs Broker under Part XI of the Customs Act and forwarding agent. The Company is not a common carrier and will accept no liability as such. All Services provided by the Company are governed solely by these Trading Conditions which shall prevail over any terms or conditions of the Customer and any terms and conditions contained in any transport document including any bill of lading, waybill or consignment note except to the extent provided for in these Trading Conditions.
(b) The Company reserves the right to open and weigh all packages and containers and do any other thing necessary in order to inspect all Goods at its discretion and at the Customer's expense.
(c) The Company may refuse at its sole and absolute discretion to accept any Goods for Carriage without assigning any reason.
(d) The Customer acknowledges that where terms of Carriage are limited pursuant to Convention, statute, Law, bill of lading or airway bill, and the transport of the Goods extends or requires transport outside and beyond the terms provided for in that Convention, statute, Law, bill of lading or airway bill then the Customer may be required to enter into a further contractual agreement with the forwarder or carrier regarding that portion of transport in order to limit liability on behalf of the forwarder or carrier, or where the transport was unforeseen, the limitation of liability provisions in place for the forwarder transport will extend to the unforeseen transport, even where that liability provision does not envision transport of that kind.

(e) The Customer acknowledges and agrees that the Company, its agents, employees and contractors are obliged to comply with certain conditions and Laws in respect of Licences in relation to the Goods or Services and none of the Company, its agents, employees or contractors are in breach of these Trading Conditions or in their obligations to the Customer in general with such conditions or Laws.
(f) Without limiting the generality of subclause 2(e), the Customer further acknowledges and agrees that:
(i) the Company's Reporting Obligations may require the Company, its agents, employees and contractors to disclose a breach or possible breach of any Customs Related Law to any Government Authority;

(ii) none of the Company, its agents, employees and contractors will have any liability to the Customer or any other party arising from compliance with its Reporting Obligations or the consequences of its agents; and
(iii) the Customer must indemnify and keep indemnified the Company, its agents, employees and contractors from all costs and liabilities they incur in relation to their Reporting Obligations in respect of the Services or in relation to the Goods, including all legal costs which include, without limitation any legal costs incurred in determining whether a Reporting Obligation has arisen.

(g) The Customer acknowledges that the Company complies with its obligations under the EU GDPR.
(h) The Customer agrees that the Company may treat or otherwise deal with the Goods as directed or required by the Department of Agriculture in relation to any biosecurity or other risks.

3. Power of attorney
(a) Subject to the effect of subclause 3(b) of these Trading Conditions, by agreeing to these Trading Conditions the Customer, constitutes and appoints the Company as its lawful attorney with authority to take any and all action and to execute any and all documents and instruments, in the name of and on behalf of the Customer, as may be required or for the purpose of carrying out the terms of this agreement.
(b) Notwithstanding that the Customer appoints the Company as its attorney, the power and authority vested in the attorney is effective and when the Customer fails to comply with a request within the required time or in the event of a default of the Customer.

(c) The Customer acknowledges that the Company will not be liable for any loss or penalty incurred by the Customer as a result of:
(i) any delay by an attorney in exercising their powers; or
(ii) an attorney not exercising its powers.

(d) The Customer indemnifies and will keep indemnified the Company against any reasonable loss or costs it suffers or incurs in exercising powers under this power of attorney.
4. Assignment of Trading Conditions
The Authorised Signatory acknowledges and agrees that it has received the Trading Conditions, understands the Trading Conditions and by either signing the Authority or instructing the Company to perform the Services, the Customer will be bound by the Trading Conditions.

5. Communications with the Company
(a) Wherever it is necessary, for the purpose of these Trading Conditions or any other purpose whatsoever, for instructions to be given to the Company, such instructions will be valid only if given in writing, acknowledged by the Company in writing and given in sufficient time in all the circumstances for the Company reasonably to be able to adopt the instructions. Standing or general instructions, or instructions given late, even if received by the Company without comment, shall not be binding upon the Company. If the Company adopts standing or general instructions, or instructions given late, for one or more transactions for the Customer or any other party, that does not in any way affect the validity of those instructions in relation to any future transaction. No attempt by the Company to adopt late instructions will constitute an acceptance by the Company or affect the validity of those instructions.
(b) 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, or any contracts, documents and other matter (including cash, cheques, bank drafts and other remittances) sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually delivered to the Company at its office address or placed in the Company's post office box, if so addressed.

6. Ability to appoint agents, Sub-contractors and third parties
Subject to, and in accordance with, these Trading Conditions, 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 for the Customer with any Sub-contractor for the Carriage, movement, transport or storage of the Goods or for the performance of all or any part of the Services pursuant to or ancillary to these Trading Conditions. Any such contract may be made upon the terms or contract used by the Sub-contractor with whom the Company provides the 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 all or any part of the Services so contracted for.

7. Payment, recovery of Fees and GST
(a) The Company is entitled to retain and be paid all brokerage, commissions, allowances and other remunerations customarily retained or paid to shipping and forwarding agents and (where the Company accepts specific instructions under clause 11 to effect insurance) insurance brokers whether declared or otherwise and any such brokerage, commission or allowance or other remuneration shall be payable or allowable to the Customer or its principal (if any). The Company may charge by weight, measurement or value and may at any time reweigh, remeasure or revalue the Goods (or request the same) and charge additional fees accordingly.
(b) Quotations as to Fees and other charges are given on the basis of immediate acceptance and subject to the right of withdrawal or revision by the Company. Quotations are valid only if the weight and volume ranges quoted and for the designated services and standards of services quoted. If any charges occur in rates of freight, insurance premiums, warehousing, statutory fees or any other charges applicable to the Goods, quotations and charges are subject to revision accordingly with notice or, if it is not reasonably practicable, without notice to the Customer.
(c) If any charges occur in the rates of freight, insurance premiums, warehousing, statutory fees or any other charges applicable to the Goods or associated with the Services, quotations and Fees are subject to revision accordingly with notice or, if it is not reasonably practicable, without notice to the Customer. Without limiting the generality of subclause 7(c) a change in law, regulation, statutory instrument, or Government Ruling or of any requirement of a Government Authority causes an increase in the costs associated with performance of the Service by the Company, including without limitation, through the introduction of fees, levies, charges, duties or tax, the Company is entitled to recover such additional costs incurred by it and the Fees are subject to revision accordingly with notice or, if it is not reasonably practicable, without notice to the Customer.
(d) The Company shall under no circumstances be provided with a detailed bill in respect of any fee or disbursements lawfully due to it, notwithstanding that a previous debit or credits (whether excluded or partly included if the items sought to be charged) had been raised and whether or not any notice was given that further debits were to follow.
(e) This subclause 7(e) applies if the Company is or may become liable to pay GST in relation to any Supply under these Trading Conditions:
(i) unless otherwise stated, all charges quoted are exclusive of the GST imposed under the GST Law;
(ii) the Customer shall be responsible for payment of any GST liability in respect of the Services as provided by the Company by third parties or Sub-contractors which shall be payable at the same time as the GST-exclusive consideration;
(iii) the Customer must also pay GST on the Taxable Supply to the Company, calculated by multiplying the GST exclusive consideration by the GST Rate;
(iv) GST shall be payable by the Customer without any deduction or self-offer any other amount at the same time as the GST exclusive consideration is payable;
(v) The Company agrees to provide the Customer with a Tax Invoice to enable the Customer to claim an Input Tax Credit; and
(vi) if the Customer defaults in the payment on the due date of any amount payable under subclause 7(e) (ii) then without prejudice to any other remedies of the Company and upon demand by the Company, the Customer shall pay to the Company an amount equal to the amount of any damages or interest or additional GST that may become payable by the Company due to the default of the Customer.

(f) All amounts due to the Company in Australia are payable in Australian dollars. The Company is entitled to charge a currency conversion premium when converting receivables into Australian currency.
(g) If the Customer agrees that the payment is due by the date shown on the face of their invoice.

(h) If any amounts payable or due under any agreement between the Company and the Customer (including, without limitation, amounts payable pursuant to subclause 10(a) or fees payable for Services provided by the Company) are 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 to be calculated in accordance with the Westpac Banking Corporation business overdraft reference rate on the amount outstanding calculated from the due date until payment is made in full. The Company may take any legal proceedings to recover amounts owing pursuant to these trading conditions.

(i) The Company reserves the right to offset any amounts receivable from the Customer against any amounts payable to that Customer or any company affiliated with the Customer or any Related Body Corporate of the Customer. This right exists irrespective of the date the liability has been created or debt incurred by the Company.
(j) The Company, its servants or agents shall have a special and general lien on the Assets and a right to sell the Assets whether by public or private sale or auction without notice, for Fees, freight, demurrage, detention charges, duty, fines, penalties, salvage, average of any kind, warehouse and without limitation, any and all Debts, charges, expenses or other sums due and owing by the Customer or the Customer's principals, servants or agents. In addition, the lien shall cover the costs and expenses of exercising the lien including without limitation, the costs of sale and reasonable legal fees.
(k) The lien and rights granted by subclause 7(j) shall survive delivery of the Assets and the Company shall be entitled to retain the proceeds of sale of the Assets in respect of any outstanding amounts referred to in subclause 7(k). The Company sells or otherwise disposes of such Assets pursuant to subclause 7(j) as principal and not as agent and is not the trustee of the power of sale.

8. Personal property securities
(a) Without limiting the generality of subclauses 7(j) – 7(k), the Customer acknowledges that the Company shall have a Security Interest which attaches over any Assets which are the subject of the Services and in the Company's possession. The Customer acknowledges and consents to the registration and perfection of the interest set out in this subclause 8(a) for the purposes of the PPSA.
(b) The Customer warrants that it has rights in the Assets and the power to transfer rights in the Assets to the Company.
(c) The Customer acknowledges that it must sign the Authority and it does not sign the Authority if it must adopt or accept these Trading Conditions by conduct.
(d) The Customer warrants that it has not, and that it will not grant any other Authority in respect of the Services which the Company has been granted Authority.
(e) The Customer must not grant any other person a Security Interest in respect of the Assets.
(f) The Customer must not allow an Excluded Interest to exist over the Goods.
(g) To the maximum extent permitted by law, if the PPSA applies, the Customer irrevocably waives any rights the Customer may have to:
(i) receive notices or statements under sections 95, 12(14), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;