STANDARD TERMS AND TRADING CONDITIONS

These contractual conditions apply to all services provided by E2E GLOBAL SOLUTIONS PTY LTD. ABN 45 655 801 979 (the Company).

These Trading Conditions include provisions that entirely change, reduce or exclude rights that you (the Customer) might otherwise have.

The Company acknowledges its obligations. In compliance with those obligations the Company informs the Customer that these Trading Conditions contain certain clauses which do not apply in circumstances where these Trading Conditions constitute a Small Business Contract or Consumer Contract within the meaning of the Australian Consumer Law. These clauses as well as the applicable Consumer Contract and Small Business Contract clauses are clearly identified in these Trading Conditions. Further, the Company recommends that a Consumer or Small Business seeks independent legal advice in relation to these Trading Conditions.

1.1 Definition

In these Trading Conditions, the following defined terms will 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 Comproliter-Centeria of Customers.

ABN means the Australian Business Number of the Customer pursuant to the GST Law;

Alfreight Convention means either.

(a) the Convention for the Unification of Certain Rules refulling to International Carriage by Air signed at Montreal on 28 May 1999; or

(b) the Convention for the Unification of Certain Rules refulling to International Carriage by Air signed at Warsaw on 12 October 1929; either unamended or amended by the Hague Protocol 1955; at Guatemaka 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 or the Service Agreement) and includes, without limitation, the Goods and shipping documents, including, without limitation, bills of lading, insurance polici commercial invoices and certificates as to weight, qualify or other attributes;

ATO means the Australian Taxardian Office;

Attributes the Australian Taxardian Deriver Force Act 2015;

ATD has the same meaning as authority to deal as defined in section 4 of the Customs Act;

ATO means the Australian Tourism of the Australian Defined Australian Consumer Law means the Australian South Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cith);

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cith);

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cith);

Authority means the authority and schedule 2 of the Couptions Act.

Authority designatory means the ptry who signs the Authority on behalf of the Customer,

Biosecurity Act means the Biosecurity Act 2015 (Cith) and any succeeding Legislation and any regulations made pursuant to the Biosecurity Act;

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Biosecurity Act means the Biosecurity Act;

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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;

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Carriage means carriage by vehicles and conveyances of all kind including acts in furtherance or an act of carriage by another or a specific means, whether by air, sea or land transport,

not apply.

Consumer Guarantees means the applicable guarantees pursuant to Division 1 of Part 3-2 of the Australian Consumer Law Corporations Act means the Corporations Act are Corporations Act and Consumer Law Consumer Corporations Act are Corporations Act and Consumer Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act and Corporations Act and Corporations Act are Corporations Act are Corporations Act and Corporations Act are Corporations Act are Corporations Act and Corporations Act are Corporations Act are Corporations Act and Corporations Act are Corporatio

if there is an Authority, the customer named in the Authority and will include all employees, officers, agents and contractors of the Customer; or if there is no Authority, the shipper, the consignor, the receiver, the consignee the owner of the Goods, the ballor of the Goods or the person for whom any of the Services are

(b) If there is no Authority, the shipper, the consignor, the receiver, the consignore the owner 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 ABE;

Customs Earlies 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 Duly has the same meaning as in Section 48 of the Customs Act;

Customs Related Law has the same meaning as in Section 48 of the Customs Act;

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the Modern Slavery Laws:

ONES 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 Manicipalities of Australia; any occupations are supported to the Costomer. Peters means the Drobug Control of Costomer or Commonwealth of Australia or any of the States, Territories or Manicipalities of Australia; and the Costomer of Costomer or Costomer or

өрүү. rd Form Contract means a contract that may be determined as such by reference to section 27 of the Australian Consumer Law. ntractor means:

Satisfact or for Contract reals as Contract that may be determined as solved yet excess and Contractor of the Services; and (a) any third party appointed by the Company to assist in the provision of the Services; and (b) any person, firm or company which is now or hereafter a servant, agent, employee or subcontractor of any other persons or entities referred to in subclause (a) of this definition; Sepply has the same meaning of Supply under the GoT Law; Trading Conditions means these same meaning as Taxable Supply had the SET Law;
Trading Conditions means these Standard Terms and Trading Conditions.

UET Exception means contracts described in saction 25 of the Australian Consumer Law.
Vessel means any vessel, whole or aircraft used to effect Carriage of the Goods, whether by sea, land or air.
Vesturants places means and school are made in accordance with section 251 and not 252 of the Customs Act; and
Warehouse Licence has the same meaning as warehouse licence as defined in saction 78 of the Customs Act;

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 accord to the laws of Uniford. Australia and those courts which can hey account to the laws of Uniford. Australia and those courts which can hey account to the laws of Uniford. Australia and those courts which can hey account from those courts.

- Interpretation
 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, Australia and shall be subject to the excussive jurisdiction of the courts of Victoria, Australia and those courts which can hear appeals from those courts. If these Trading Conditions are led to be subject to the laws of any jurisdiction often than the Commonwealth of Australia and the State/Ferriory discriptations that continue to apply and shall be viol only to the extent that they are inconsistent with or engugate to those laws and no further. Subject to calsars 2,1 their eights, immunities and limitations of bialibly contained herein shall continue to baye the violence of any effect in all the circumstances nowlinishanding 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 eigender or been terminative.

 In the 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.

- No gent or employee of the Company has the authority to eaker or vary these Trading Conditions unless the Company appress such valeer or variation in writing. Any forbastance by the Company in enforcing the Trading Conditions does not constitute a walver. 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 contributing waiver.

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

 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.

 (ii) any customer credit application; and

 (iv) any customer credit application; and

 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.

- Reference to any Lews or to any section or provision of any Laws includes any statutory modifications, re-enacrmens, autocutumons thereunder.

 Reference to bary Convention or any Article of any Convention includes any modifications, substitutions or replacements thereof. References to discusse and subclauses are references to classes and subclauses in these Trading Confidences. Headings have no effect on interpretation of the Trading Conditions.

 Headings have no effect on interpretation of the Trading Conditions.

 Subject to clause 27(f), these Trading Conditions do not affect any rights the Customer has under the Competition and Consumer of the Service Agreement between the Company and the Customer is either a Consumer Contract or a Small Business Contract:

 (i) clause 27 applies, and

 (ii) the laws in force in the place in which the contract is made apply.

 If the Service Agreement between the Company and the Customer is neither a Consumer Contract nor a Small Business Contract:

 (i) clause 28 applies, and

 (ii) clause 28 applies, and

 (iii) for the Confidence of the Company and the Customer is neither a Consumer Contract nor a Small Business Contract:

 (iv) apply to all services provided by the Company, and

- apply to all services provided by the Company, and

(ii) provail 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.

Any Previous Terms are excluded by the parties and any previous offer contained in any Previous Terms is rejected by the Company.

Subject to subclause 1.3(d), the provisions of any other terms and conditions provided to the Costomer by the Company relating to the subject matter of these Trading Conditions.

If there is any condition or inconsistent by thewhere these Trading Conditions, the Previous Terms and any Other Company Terms, these Trading Conditions provided to the Costomer by the Company Terms, these Trading Conditions prevail to the extent necessary to resolve such conflict or inconsistent positions.

necessary to resolve such conflict or inconsistency.

District Country

Mature of Services

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. Except to the extent otherwise required under relevant Law, at I services provided by the Company are governed solely by these Trading Conditions which, shall prevail over any terms and conditions of the Customer and any terms and conditions of the Customer's except to the extent provided for in these Trading Conditions.

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 excepts.

expense.

The Company may refuse at its sole and absolute discretion to accept any Goods for Carriage without assigning any reason.

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 coulside 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 regarding that portion for transport in order to limit liability on behalf of the forwarder or carrier, or where the transport was under which the contractual agreement with the forwarder or carrier regarding that portion of transport in order to limit liability on where that lability provision does not envision transport or the contractual provision described in the contractual p

The Custome and executed was use towners were used in the research transport in correct to simil statuting on Behalf of the Forwarder of carrier, or where the Brainsport was surfered by the Company, and the Company, its agents, employees and contractors are obliged to comply with certain conditions and Laws in respect of Licences in The Custome administration of Brainsport in Company, its agents, employees and contractors are obliged to comply with certain conditions and Laws in respect of Licences in Company with such conditions or Laws. In the Company, its agents, employees or contractors are obliged to comply with certain conditions and Laws in respect of Licences in Company with such conditions or Laws.

(b) 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 Covernment Authority.

(c) none of the Company, its agents, employees and contractors with the European and Company, its agents, employees and contractors or other party arising from compliance with its Reporting Obligations in respect of the Services or 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 in curred in determining whether a Reporting Obligation is respect of the Services or in relation to the Root and the Customer or any observance or any other party arising from compliance with its Reporting Obligations in respect of the Services or in relation to the Root Services or in relation or the Root Services or in relation to the Roo

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Power of attorney
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 all revocable power and authority to take any and all accion and to execute any and all documents and instruments, in the name of and on behalf of the Customer, as required for the purpose of carrying out the terms of this agreement.

Notwithstanding that the Customer appoints the Company as its attorney, the power and authority vested in the attorney is only effective if and when the Customer fails to comply with a request within the required time or in the event of a default of the Customer.

The Customer acknowledges that the Company will not be lable for any loss or penalty incurred by the Customer as a result of:

(i) any distay by an attorney in exercising their powers; or

(ii) an attorney not exercising the powers.

The Customer indemrifies and will keep indemnified the Company against any reasonable loss or costs it suffers or incurs in exercising powers under this power of attorney except to the extent customer of contributed to by the Company against any reasonable incompany and the company of power or the Company and the Company and the Company of power the Services, the Customer will be bound by the Trading Conditions.

Communications with the Company

the extent caused of contributed to by the Company.

Acceptance 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.

Communications with the Company and of the Company to perform the Services, the Customer will be bound by the Trading Conditions or any other purpose whatevoew, for instructions to be given to the Company, such instructions will be valid with the Company to perform the Service by the Company and the Company of the Company and and the Locate and the Company and and the Locat

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.

All amounts due to the Company in Australia are payable in Australia and olders. The Company is entitled to charge a currency conversion premium to cover the expenses incurred when converting receivables into Australian currency.

The Customer agrees that the fees will be paid within the date shown on the face of their invoice or as otherwise determined by the Company and a suppose of the converting receivables in the Australian are agreement between the Company and the Customer (refluding, without limitation, amounts payable pursuant to subdause 10(a) or fees if any amounts payable or due under any agreement between the Company and the Customer will be in default and without limiting any other rights of the Company, and the Customer will be in default and without limiting any other rights of the Company and the Customer will be in default and without limiting any other rights of the Company, and the Customer will be in default and without limiting any other rights of the Company, and the Customer will be in the contract of the Company and the Customer will be in the Customer and the Customer will be in the Customer and the Customer will be in the Customer. The right desists irrespective of the date the liability has been created or debt incurred with the Company. Substitute the provision of the Customer will be incustomer will be incustomer. The right desists irrespective of the date the liability has

The lien and rights granted by subclauses 7(s) 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(s). The Company sells or otherwise disposes of such Assets pursuant to subclause 7(s) as principal and not as agent and is not the trustee of the power of sale.

Without limiting the generality of subclauses 7(s) – 7(t), 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(s) for the purposes of the PPSA.

The Customer warrants that if has right in the Assets and the power to transfer rights in the Assets to the Company.

The Customer warrants that if has right in the Assets and the power to transfer rights in the Assets to the Company.

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The Customer warrants that if has right in the Assets and the power to transfer rights in the Assets to the Services which the Company has been granted Authority.

The Customer warrants to all was an Evaluated Interest to exist over the Goods.

To the maximum extent permitted by Jun, if the PPSA applies, the Customer irrevocably valves any rights the Customer may have to: recover notices or statements under sections 55; 12(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;

(ii) reinstate these Training Conditions under section 155 of the PPSA; and

(iv) receive a verification statement (as offerind in the PPSA).

The Customer agrees to do anything (such as obtaining c

npany asks and considers necessary for the purposes of:
ensuring that a Security Interest is created under these Trading Conditions is enforceable, perfected and otherwise effective; or
ensuring that Congray to apply for any registration, or give any notification, in connection with a Security Interest created under these Trading Conditions so that the Security
Interest has the priority required by the Company.

Interest has the priority required by the Company of the Interest Congray in the Company of the Interest Congray in th

without first notifying the Company in writing with at least 14 days notice before such change takes effect.

Warranties by the Customer

(a) The Customer warrants to the Company, and will procure a varranty form the consignor and consignore in facour of the Company, that:

it is either the owner of the Goods, or the authorised agent of the women of the Goods with authority to bind the owner to act or otherwise have authority to arrange the Services under the Gerives Agreement.

Services and will notify the Company of any issues or requirements under such tawn in relation to the Service Agreement, the Goods and the Gerives and will notify the Company of any issues or requirements under such tawn in relation to the Service Agreement, the Goods of which the Company should be aware.

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such laws in relation to the Service Agreement, the JOURD OF the Service Agreement, the JOURD OF THE SERVICE AGE OF THE SERVICE

tellines to exceed the control of th

any and the Customer agrees to provide the indemnity to the Company on account of such penalties or damages pursuant to clause 10.

miny by the Customer

tul limiting the effect of these Trading Conditions, the Customer agrees to indemnify and keep indemnified the Company for:

any loss or dramage directly or indirectly caused by the Goods or by breach of these Trading Conditions by the Customer except to the extent caused or contributed to by the

Company,

amounts of Customs Duly, GST and other payments made to Government Authorities by the Company on behalf of the Customer;

any penalties payable by the Company (whether pursuant to a court order or pursuant to an Infringement Notice) due to the Customer;

providing information that is incorrect or misleading;

omitting to provide information required by the Company to properly carry out the Services and/or comply with the conditions of any Licences;

or mitting to provide information equired by the Company to properly carry out the Services and/or comply with the conditions of any Licences;

or mitting to provide information equired by the Company to properly carry out the Services and/or comply with the conditions of any Licences;

and/or

standormal falling to provide information or documentation requested by the Company; penalties associated with the failure by the Customer to maintain or provide its documents or records in the manner and at the time contemplated by the Go Authorities:

(v) (vi)

Authorities:
parallies associated with the Customer's omission of information required to be provided to any Government Authorities;
parallies associated with the Customer's omission of information required to be provided to any Government Authorities;
parallies associated with the Customer making or causing to be areas, statements which are false or misselanding to Government Authorities, except to the extent that such
statements were made by the Company in the knowledge that such statements were false or misselanding;
parallies associated with the Customer providing misleading or deceptive information regarding the status of Goods, whether pursuant to the Competition and Consumer Act
or other legislation;
parallies associated with the Customer providing misleading or deceptive information regarding the status of Goods, whether pursuant to the Competition and Consumer Act
or other legislation; (vii)

(viii) (ix)

or other legislation; penalties associated with the Customer providing invalid or otherwise inadequate Certificates of Origin as required under any relevant Free Trade Agreement; penalties imposed by any RSA for any breach of the Laws governing the Carriage of goods by road or any breach, act or omission arising out of or pursuant to the Chain of Responsibility obligations or the tearly whiched National Law that was caused by the Oustomer, damages pepalate by the Company from the failure of the Customer to return any container or transport equipment imolved in Carriage in the time required by the contract between the Company and the supplier or owner of that container or other transport equipment.

demurrage or other charge for detention or failure to return items provided by the Company pursuant to contracts with other parties, except for such charges caused by the Company. (x)

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demurrage or other charge for detertion or failure to return items provided by the Company pursuant to contracts with other parties, except for such charges caused by the Company; liabilities or ostst incurred by the Company on behalf of the Customer associated with the Services including, without limitation, amounts paid to carriers of goods for the Carriage of Goods or cleaning of containers (whether Sub-Contractors or otherwise and amounts incurred by the Company in exercising its rights pursuant to these Trading Carriage of Goods or cleaning of containers (whether Sub-Contractors or otherwise and amounts incurred by the Company in exercising its rights pursuant to these Trading

Conditions)

Chamages payable by the Company sisting from or contributed to by errors or misrepresentations by the Customer clear chamages incurred by the Company sisting from or contributed to by errors or misrepresentations by the Customer clear contributed to the provision of damage incurred by the Company due to a breach by the Customer of any of the warranties in subclause 9(s); all expenses directly or indirectly incurred arising out of or inconnection with the entry of an officer of any Government Authorities or other authorised person on the premises of the excent that the exercise of the Company for the purpose of exercising any powers pursuant to the requirements of any Government Authorities and/or inspecting, examining, making copies of Listing extracts of documents on the premises to the excent that the exercise of the powers is related to the Evervices any Customs Duty, GST or other charge assessed against the Company in relation to the Goods or Services; any Customs Duty, GST or other charge assessed against the Company in certain and realment of the Goods; any charges believed by Government Authorities or orther costs incurred by the Company for examination and treatment of the Goods; any Customs or the customer developed in the Customs Advices or making Voluntary Disclosurs to the ABF where reasonably necessary, whether or not the Customer developed the Company to administration or making containing the Customer where reasonably necessary; any costs or charges incurred by the Company as a result of or in connection with a direction or request from any Government Authority of an ATD in relation to the Goods or Services; any costs or charges incurred by the Company as a result of or in connection with a direction or request from any Government Authority of an ATD in relation to the Goods or Services; any costs or charges incurred by the Company as a result of or in connection with a direction or the part of the Customer or the addition by any Government Authority of conditions of the document of

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(axx) any costs or charges incurred by the Company as a result of oir nonmection with the Company complying with any conditions or Laws in respect of any Licances in nation to the Goods or Services.

(axx) any costs or charges incurred by the Company pursuant to subclauses 21(c), 21(d) and 21(c);

(axx) any costs or charges or penalties associated with the Company being deemed to be the Shipper in any arrangements for the transport or movement of the Goods for the Customer whether papile to a Government Authority or otherwise; and
(axxi) any costs, charges or penalties associated with the Company deemed to be the owner or importer of the Goods; (axxi) any costs or charges incurred in recovering any amounts papile to the Company in the Company of the Company of

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Items to an executive Company such insurance on the Goods except upon recipit of express instructions given in writing by the Customer and the Customer's written declaration as to the value of the Goods. All such insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance run remarks the first the discretion of the Company such insurance may name the Customer or owner is sinsued. In the event of any dispute in imaged to liability carries under insurance and insurance may name the Customer or owner is sinsued. In the event of any dispute in imaged to liability carries and insurance propriets are insured. The event of any dispute in imaged to liability carries and insurance propriets are insured. The event of any dispute in imaged to liability carries and insurance propriets are insured. The event of any dispute in imaged to liability carries and insurance propriets.

Storage and transport

Abulat Insurance control in writing here penerality of clause 6), the Company

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sage and transport.

Subject to exposes instructions in writing given by the Customer and accepted by the Company in writing (and without limiting the generality of clause 6), the Company reserves to itself complete freedom to decide upon the means, route and procedure to be followed in the handing, storage and transportation of the Goods and is entitled and authorised to engine Sub-contractors to perform all or any of the functions required of the Company upon such terms and conditions as the Company in its absolute discretion may deem appropriate.

The Customer agency state of the Goods shall not be declared or inserted in a Bill of Lading or a sea carriage document for the purpose of extending a ship or carrier's liability under the Carriage of Goods by Sea Act 1991 and Carriage of Goods by Sea Acquisitions 1998 except upon express instructions given by the Customer; in the case of Carriage by air, no option or declaration of value to increase air-carrier's liability under:

(B) Article 22(0) of Schedule 1.0, to the Civil Aviation (Carrier's Liability) Act 1959, will be made except on express instruction given in writing by the Customer; in the case of Carriage by air, or any Carriage analitary to the Carriage mentioned above and not expressly provided for under any contract within these Trading Conditions, under Commention or under any statute or Just, the Customer agrees that the value of the Goods shall not be declared or inserted into a contractual document or as part of the trading terms for the purpose of extending the forwarder or Carrier's liability under any circumstance except upon express conditions agreed to in writing by the Carrier or forwarder who contracts with contract and focument or as part of the trading terms for the purpose of extending the forwarder or Carrier's liability under any circumstance except upon express sconditions agreed to in writing by the Carrier or forwarder who constant the purpose of extending the forwarder or Carrier's liability under any circumstance except upon exp (iii)

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(iii) In the case of Larnage by land, or any charge ancellary to the Larnage methode above and not expressly provided for under any contract within these landing Conditions, under Convention or under any statute or Law, the Costoberre agrees that the value of the Goods shall not be declared or inserted into a contractal document or a part of the foreverter who expressly elect to valve that right;

(iv) in all other cases where there is a choice of charges by Carriers, warehousemen, stewedors or others, and other cases where there is a choice of charges by Carriers, warehousemen, stewedors 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 fisk for minimum charges, unless express instructions in writing to the central are given by the Customer and the contractions of the contrac

pages may without liability open any package or other container which the Goods are placed or carried to inspect or weigh the Goods either to determine their weight, nature lition or to determine their ownership or destination.

Storage of Goods pending delivery
Without limiting the effect of clause 12, pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place or places at the sole discretion Company at the Lostomer's risk and expense.
In circumstances where the Company stores the Goods, the Company may, by notice in writing, require that the Customer remove the Goods for any reason whatsoev days from recept of a notice delivered for the address which the Customer gave to the Company on delivery of the Goods. If the Customer fails to do so, the Company Goods and store them in such a manner and in such a place as the Company thinks appropriate at the Customer's expense and risk.

COD Goods (b)

(v) any liability in respect of the loss, middelivery, deterioration, non-delivery, contamination, exporation or damage to the Goods or consequential loss arising as a result however caused;
(v) any loss or depreciation of market value attributable to delay in forwarding the Goods or failure to carry out instructions of the Customer;
(vi) loss, diamage, resulting from fire, water, explication or their.
(vii) loss or diamage resulting from fire, water, explication or their.
(viii) loss or diamage resulting from fire, water, explication or their.
(viii) loss or diamage resulting from fire, water, explication or their.
(viii) loss or diamage resulting from fire, water, explication or their.
(viii) loss or diamage resulting from fire, water, explication or their.
(viii) loss or diamage resulting from fire, water, explication or their.
(viii) loss or diamage resulting from fire, water, explication or their.
(viii) loss or diamage resulting from fire, water, explication or their content or their cont

of any Licenses in relation to the Goods or Services;
(vi) any loses, libilitities, costs or charges incurred by the Company as a result of or in connection with any suspension or cancellation of Licenses by Customs in relation to the
Goods or Services, and
(vii) loss, damage or delay occasioned by delay in the Carriage of the Goods or handling of the Goods in the course of the Carriage of the Goods.
Nothing in clause 27(a) is intended to limit the Customer's obligations under the indemnity in clause 10.

The Company and line to be liable in any event for any Consequential Loss whether or not the Company had knowledge that such damage might be incurred.

The Company and Customer exhonovledge that Goods moving by afreight are subject to the applicable Afreight Convention. The Customer's recovery of loss or damage, aff any, is against the ariner carrier and is limited in accordance with the Afreight Acrometrion or any other Conventions that may be applicable, the two event of any loss or damage, suffered by the Customer whilst the Goods are in the possession of the afreight acrarier, the Company and seven or any observable of the Customer from the principal admire carrier and some of the Company harmless against any claims for loss or damage suffered by the Customer whilst the Goods are in the possession of the aritine carrier, the Company and Customer soknowledge that Goods moving by see freight are subject to the applicable international treatise including the Haque Rules. The Customer right to recovery of loss or damage, if any, is against the sea freight Carrier and is limited in accordance with the Haque Rules or any other Conventional time by be applicable. The Lostomer will indemnify, defend and hot the Company harmless against any claims for loss or damage to their goods incurred whilst they were in the possession of the sea freight Carrier. The Company will seak to recover on behalf of the Customer whilst the Goods are in the possession of the sea freight Carrier.

The Company and Customer acknowledge th

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(a) act of war which may include but is not limited to armed commu, interaction, in a contract of terrorism;
(b) act of terrorism;
(c) act of terrorism;
(d) act of terrorism;
(e) act of terrorism;
(e) act of terrorism;
(f) pandemic, epidemic or other major public health emergency as declared by the World Health Organisation or relevant public health authorities, and associated quarantine and produced produced to the contraction of process;
(iii) strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general;
(iii) strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general;
(iv) riots, civil commodison or failure of government authorities to provide essential services or intrastructure, which are necessary for the performance of the Services;
(iv) saving or attempting to save life or property at sea; or (iv) any other cause arising beyond the reasonable control of the Company, without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and without the actual fault or privity of the Company and the company is serviced to the company and actual fault or privity or the actual fault or privity or the actual fault or privity or the company and actual fault or privity or the actual fault

(i) the survivor of the survivor contract with the Company's Services come with guarantees that cannot be excluded under the Australian Consumer Law, for major failures with the Services, the Customer is entitled:
(i) to a refund for the survivor contract with the Company; and
(ii) to a refund for the survivor contract with the Company; and
(ii) to a refund for the survivor contract with the Company; and
(iii) to a refund for the survivor contract with the Company; and
(iii) to a refund for the survivor contract with the Company state of the failure does not amount to a major failure, the Customer is entitled to he was the survivor of the failure does not amount to a major failure, the Customer is entitled to he was problems with the Service rectified in a reasonable time and, if this is not done, to cannot the Customer's contract and obtain a refund for the unused portion of the contract.

(iii) Where the Consumer Guarantees under the Australian Consumer Law apply to the Services, and the Australian Consumer Law prohibits the Company from excluding the application of; or its liability under, any the Consumer Guarantees, the Company's liability will be limited for a breach of a Consumer Guarantee to one or more of the following:

(ii) the apprince of the Services again; or

(iii) the apprince of the Services again; or

(iii) the apprince of the cost of having the Services supplied again.

Any claim for loss or damage is made within the period referred to in clause 2(2) and if the Customer does not bring proceedings in respect of such claim within 9 monits from the date of delivery of the Goods; or of the date of delivery of the Goods; or of the date of delivery of the Goods and to the fullest extent permitted by law, walves any claim for loss or damage against the Company in respect of the Services.

This clause 2 Good on the day to the Goods and to the fullest extent permitted by law, walves any claim for loss or damage against the Company will guarantee the Debts, undertake to perform the obligations of the C

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Intellectual property
The Customer acknowledges that the Company shall retain all Intellectual Property in any documents or things created by the Company in the course of providing its Services pursuant to these Trading Conditions.

(i) use, copy, distribute, reproduce, disclose, license, assign, or otherwise make available the Intellectual Property in any form, in whole or in part, except as expressly provided in the Service Agreement and with the consent of the Company;
(ii) apply for registration of any Intellectual Property or any substantially similar intellectual property, anywhere in the world; or call carries works based on the Intellectual Property of the Company;
(iii) created derivative works based on the Intellectual Property of the Company;
Without limiting the effect of subclause 24(a) the Customer advowledges and agrees that the Company shall retain all results of any research, enquiries or investigations undertaken by it in the course of providing the Services and is not obligated to provide those results to the Customer.

Confidential Information of the Company, The Customer advowledges that in the course of the Company providing the Services, it may gain access to Confidential Information of the Company. The Customer shall:

(i) not use the Confidential Information for any purpose other than to fulfill its obligations under the Service Agreement.

(iii) and a in assorbable steps to protect the confidentialisty and value of the Company;

(iii) take all reasonable steps to protect the confidentialisty and value of the Confidential Information and to prevent unauthorised use or disclosure;

(iv) notly the Company immediately upon becoming even of any unauthorised use or disclosure of the Confidential Information.

The obligations of the Customer in this clause 25 shall and apply to information that:

(iv) was known to the Customer in this clause 25 shall any without any obligation of confidentiality.

(iv) Less company immediately upon becoming even of any unauthorised use or disclosure of the Co No modification amendments or other variation of the Trading Conditions shall be valid and binding on the Company untess made in writing and sulve sections by an activation of the Company.

The Company secrets complete freedom to decide the manner or pronodure to be adopted for any or all of the various acts that will be necessary for the completion of the Services. That discretion will be varied only by instructions delivered by the Customer to the Company in writing and acknowledged by the Company in writing in sufficient time before the performance of any service to reasonably allow the Company to adopt the manner of performing the service required by the special instructions. THE COMPANY SHALL HAVE NO LIBERATE OF DUTY, WHAPPREADE, REFIGIOR AND OF THE TRAINER WE ARE A CHANGED. IT THE ARETS OF DUTY, WHAPPREADE, REFIGIOR OF READED AND OF THE ARETS OF DUTY, WHAPPREADE, REFIGIOR AND OF THE ARETS OF DUTY, WHAPPREADE, REFIGIOR OF ANY OTHER AND OF THE ARETS OF DUTY, WHAPPREADE, REFIGIOR OF ANY OTHER AND OF THE ARETS OF DUTY, WHAPPREADE, REFIGIOR OF THE ARETS OF THE ARETS OF DUTY, WHAPPREADE, REFIGIOR OF THE ARETS OF THE ARETS OF DUTY, WHAPPREADE, REFIGIOR OF THE ARETS OF THE ARETS OF DUTY, WHAPPREADE, REFIGIOR OF THE ARETS OF THE (d)

ne company is deemed to be acting as agent or trustee for the Company's agents, employees, nominees and Subcontractors and each of those persons shall be deemed to be a party to these Trading Conditions.

The Customer undertakes that no claim or allegation will be made, whether by the Customer or any other person, against the Company's agents, employees or Sub-contractors and if such claim or allegation is made for the consequence themself. It is agreed that this release and indemental person or largetion of resident person or allegation is made for the consequence or out of events which may constitute a fundamental breach of a fundamental term of a contract.

The indeminity provided is subclassed (City, shall not be affected in any way if such pillings, setaining, loss, damage or destruction has occurred or been brought about wholly or in part by the negligence or the allegad negligence or any default, omission, neglect or default or any breach of duty of obligation of the Company, its servants or against any the negligence or any default, omission, neglect or default or any breach of duty of obligation of the Company, its servants or against any the such provided and a servant of the Company, its servants or against any part of the Sorteets, (including any Share) that in a provided and a respect of the confidence of the Company and where any such claims are made by the Customer or any other interested party, the Customer undertakes to indemnify all parties against shorn the claims are made of undertaked to the confidence of the confidence of the confidence of the company and where any such claims are made by the Customer or any other interested party, the Customer undertakes to indemnify all parties against shorn the claims are made by the Customer or any other interested party, the Customer undertakes to indemnify all parties against shorn the claims are made by the Customer or any other interested party, the Customer undertakes to indemnify all parties against shorn the claims are made by the Customer or an (g) (h)

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odification amendments or other variation of the Trading Conditions shall be valid and binding on the Parties unless made in writing and duly executed by and on behalf of both (d)

Parties

The Company, acting massonably, reserves to the right to decide the manner or procedure to be adopted for any or all of the various acts that will be necessary for the completion of the Services. THE COMPANY SHALL HAVE NO LIABILITY OR RESPONSIBILITY BY VIRTUE OF THE FACT THAT THERE MAY BE A CHANCE IN THE RATES OF DUTY, WHARFAGE.

REPIGHT, RAILAGE OR CARTAGE, OR ANY OTHER TAINET PEFORE OR AFTER THE PEFOR PAIN AND THE COMPANY OR ANY ACT DECOMPANY OR ANY ACT DECOMPANY AND THE TAINET PEFOR FOR AFTER THE PEFOR PAIN AFTER THE COMPANY OR ANY ACT DECOMPANY AND THE TAINET PEFOR PAIN AFTER THAT AS ASWING MAY HAVE BEEN PEFFOR THE AFTER THAT AS ASWING MAY HAVE BEEN PEFFOR THE AFTER THAT AS ASWING MAY HAVE BEEN PEFFOR THE AFTER THAT AS ASWING MAY HAVE BEEN PEFFOR THE AFTER THAT AS ASWING MAY HAVE BEEN PEFFOR THAT AS ASWING MAY HAVE BEEN THAT THE LOSS OR DANAGE WAS CAUSED BY THE COMPANY.

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The Company is authorised to deliver the Goods at the address given to it by the Customer.

The Company is authorised to deliver the Goods at the address given to it by the Customer.

The Company is demended to have statisfied its delivery obligations under the Service Agreement if the Company delivers the Goods to the address given by the Customer and obtains from a person at that address a recipit or a signed delivery docket.

In the event of the consigner enfurition to take delivery as completed in subclause 16(b), or not being able to take delivery or the Goods or the Goods as the Company is authorised to at the Company's absolute discretion and at the Customer's sole expense and risk and without liability to the Company, deal with the Goods as the Company thinks it finduling storing or delipsion of the Goods returning them to the Customer's only service mental to toolled the Goods.

Railway declaration

The Company shall be under no obligation to make any declaration to, or to seek any special protection or cover from, the Department of Infrastructure and Regional Development and Cities, railways authority or provider of railways in any State or any artine or road transport authority in respect of any Goods which fit that body's description of: damagerous or hazardous goods; or

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

Pillaged Goods bites without instructions or the election are given to the Company by the Costanties.

If the Goods are landed from any vessel in a damaged or pillaged condition and an examination might be held or other action taken by the Company in respect thereof, no responsibility attaches 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.